

APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Francis Energy, LLC: Allsup's Hobbs EVNM-00019 Project, NM-VW-20-18

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment Department

(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Allsup’s Hobbs EVNM-00019 Project
Beneficiary’s Project ID:	NM-VW-20-18
Funding Request No.	<i>(sequential) 029</i>
Request Type: (select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Francis Energy, LLC
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 9. Light Duty Zero Emission Vehicle Supply Equipment
Action Type <input type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
Explanation of how funding request fits into Beneficiary’s Mitigation Plan (5.2.1): The Beneficiary Mitigation Plan’s overarching goal is to protect New Mexico’s environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO _x) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO _x from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the State, and promoting visibility improvement within New Mexico. Implementation of diesel NO _x reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO _x , focusing on the most cost-effective vehicles that maximize emission reductions.
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): A publicly accessible electric vehicle charging station consisting of two (2) 150kW DC fast charging stations located on commercial property housing a convenience store, with other amenities nearby, in the heart of Hobbs. The site is located at 2810 North Lovington HWY (NM 18), Hobbs, NM. The site is located along NM 18, within the northern Hobbs metropolitan area and provides a convenient location for local charging and transit charging alike and has lodging and restaurants nearby.
Estimate of Anticipated NO_x Reductions (5.2.3): N/A
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.
Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

The New Mexico Environment Department has created a public website, <https://www.env.nm.gov/vw-settlement/> for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

Describe any cost share requirement to be placed on each NO_x source proposed to be mitigated (5.2.8):

The total project cost is Three Hundred Thirty-Two Thousand, Six Hundred Seventy-Nine dollars, and Five cents (\$332,679.05). Trust funding will provide the requested Seventy-Seven Thousand, Two Hundred Twenty-One dollars and Twenty-Five cents (\$77,221.25), approximately 23% of the final total project cost for the purchase and installation of the charging equipment. The remaining Two Hundred Fifty-Five Thousand, Four Hundred Fifty-Seven dollars and Eighty cents (\$255,457.80) constitute Francis Energy's cost share.

Describe how the Beneficiary complied with Subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior and the U.S. Department of Agriculture using the contact information provided in Subparagraph 4.2.8.

If applicable, describe how the mitigation action will mitigate the impacts of NO_x emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including air pollution emissions associated with on-road vehicles. The service area for this project is within the City of Hobbs, located in Lea County. Lea, Eddy, Chavez and Roosevelt Counties lie within the Permian Basin, which is a major producer of oil and gas. In addition to the heavy presence of the oil and gas industry, there is also heavy truck traffic on the arterial highways throughout these counties. Lea and Eddy Counties have had ozone design values within 95 percent of the ozone standard in the past. The current (2020-2022) ozone design value for Lea County is 0.066 ppm and for Eddy County is 0.077 ppm. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.

ATTACHMENTS

(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.26).
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13).

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary the State of New Mexico, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 12/19/2023



Kirby Sue Olson, Ph.D.
Planning Section Chief, Air Quality Bureau

New Mexico Environment Department

For

State of New Mexico
[BENEFICIARY]

ATTACHMENT B
PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through 1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/8/2020
Project agreements signed.	10/20/2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	10/20/2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q4 2023
Trustee Allocates Share of State Funds for Approved Project	Q4 2023
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q4 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q4 2023
Project Installations(s) – Start	Q4 2020
Project Installations(s) – Complete	10/10/2023
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	11/14/2023
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q4 2023
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q4 2023
Lead Agency Reports Project Completion	Q4 2023

PROJECT BUDGET

Period of Performance: 7.1.2020-6.30.2022				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$332,679.05	\$77,221.25	\$255,457.80	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative ¹	\$0	\$0	\$0	\$0
Project Totals	\$332,679.05	\$77,221.25	\$255,457.80	\$0
Percentage	100%	23%	77%	0%

¹Subject to Appendix D-2 15% administrative cap.

ATTACHMENT C
DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION
ACTION IMPLEMENTATION

The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, www.env.nm.gov/vw-settlement/. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. NMED is subject to the *Open Meetings Act*, which provides the statutory guidelines for conducting public meetings and the *Inspection of Public Records Act*, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. The NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State's final Beneficiary Plan
- All public records supporting funding requests the NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State's Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30-day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.

ATTACHMENT D
DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS
FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)

See attached invoices.



Neal Butt
525 Camino De Los Marquez Suite 18
Santa Fe, NM 87505
neal.butt@env.nm.gov

RE: Reimbursement request Allsup's Hobb Store # EVNM-00019 under NM-VW-20-18 Project Agreement

Dear Mr. Butt:

Pursuant to Article 9 of the above-referenced agreement Francis Energy LLC (Francis) hereby submits its request for reimbursement for its allowable costs incurred in completing the work described in the project scope. Per Article 1 to the agreement NMED authorizes reimbursement of 25% but not to exceed \$77,221.25 to Francis. Francis has completed the project, and I have attached invoices and photos of proof of the project's completion. Francis is requesting reimbursement of \$77,221.25. Please advise if NMED requires any further documentation to support this request and we will arrange to provide the requested support.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Jankowsky", with a large, stylized flourish extending to the right.

David Jankowsky
CEO
Francis Energy, LLC

Francis Energy, LLC

Invoice

15 E 5th St, Ste 821
Tulsa, Oklahoma
74103

Date	Invoice #
11/28/2023	OEV-00256-2

Due Date	Terms
12/28/2023	Net30

Bill To

New Mexico Department of Environmental Quality

Description	Amount
VW EV Charging Installation for OEV-00256 Allsup's Hobbs Total cost = \$332,679.05 25% reimbursable (Maximum \$77,221.25) = \$83,169.76	\$ 77,221.25

E-mail	accounting@francisenergy.com	Total	\$77,221.25
Phone #	918-236-5008	www.francisenergy.com	

Expense Listing
OEV-00256 Allsup's Hobbs

Vendor	Date	Invoice #	Account Description	Memo	Total Cost	VW Share 25%	ARPA Share 75%	Inv. Attached
Power Electronics USA Inc	9/30/2022	802210851	CIP: CHARGERS		14,771.33	3,692.83	11,078.49	y
Power Electronics USA Inc	12/30/2022	802211258	CIP: CHARGERS		83,704.18	20,926.04	62,778.13	y
Crane Worldwide Logistics	10/31/2022	ISIOR221001341	CIP: CHARGERS		214.46	53.61	160.84	y
Crane Worldwide Logistics	11/8/2022	ISIOR221100712	CIP: CHARGERS		515.72	128.93	386.79	y
Crane Worldwide Logistics	12/30/2022	ISIOR221201626	CIP: CHARGERS		58.14	14.54	43.61	y
Crane Worldwide Logistics	12/30/2022	ISIOR221201627	CIP: CHARGERS		54.50	13.63	40.88	y
CLIFFORD POWER	11/30/2022	Credit Card	CIP: EQUIPMENT RENTALS		184.24	46.06	138.18	y
Build a Sign	11/18/2022	600179280	CIP: EQUIPMENT RENTALS		102.05	25.51	76.54	y
Stonegate Self Storage	12/1/2022	116155	CIP: EQUIPMENT RENTALS		165.00	41.25	123.75	y
Francis Energy Construction	11/13/2023	OEV00256 FEC-IC	CIP: LABOR		\$80,000.00	20,000.00	60,000.00	y
The Sherwin Williams Co	10/26/2022	2746-5	CIP: MATERIALS		58.14	14.54	43.61	y
Uline	11/2/2022	155944586	CIP: MATERIALS		612.47	153.12	459.35	y
Hilti	11/18/2022	4620395896	CIP: MATERIALS		57.17	14.29	42.88	y
Frederick, Sommers & Western	11/29/2022	47557	CIP: MATERIALS		141.07	35.27	105.80	y
Rexel	1/24/2023	S135266590.001	CIP: MATERIALS		2,083.25	520.81	1,562.44	y
Power Electronics USA Inc	8/21/2023	802310892	CIP: MATERIALS		9,400.00	2,350.00	7,050.00	y
Priority 1 Inc	8/21/2023	10289917	CIP: MATERIALS		532.63	133.16	399.47	y
Pattison Metal Fab, Inc	8/28/2023	45740	CIP: MATERIALS		924.84	231.21	693.63	y
Design Ready Controls	12/22/2022	457406	CIP: MATERIALS	Design ready Control - 1 Panelboard	5,781.48	1,445.37	4,336.11	y
AUTOZONE	9/30/2023	Credit Card	CIP: MATERIALS		31.96	7.99	23.97	y
HITCH N POIST	9/30/2023	Credit Card	CIP: MATERIALS		437.88	109.47	328.41	y
Tulsa Land Surveying, LLC	10/17/2022	5161	CIP: SUBCONTRACTOR		7,250.00	1,812.50	5,437.50	y
Cynergy	12/5/2022	6957	CIP: SUBCONTRACTOR		2,985.00	746.25	2,238.75	y
Tulsa Land Surveying, LLC	2/2/2023	5248**	CIP: SUBCONTRACTOR		7,850.00	1,962.50	5,887.50	y
HP Engineering	3/3/2023	206298	CIP: SUBCONTRACTOR		4,500.00	1,125.00	3,375.00	y
Coonrod Electric Co., LLC	7/1/2023	63605	CIP: SUBCONTRACTOR		16,369.79	4,092.45	12,277.34	y
Priority 1 Inc	7/28/2023	10170534	CIP: SUBCONTRACTOR		697.55	174.39	523.16	y
Coonrod Electric Co., LLC	8/21/2023	64319	CIP: SUBCONTRACTOR		16,369.79	4,092.45	12,277.34	y
Coonrod Electric Co., LLC	9/18/2023	64704	CIP: SUBCONTRACTOR		61,997.03	15,499.26	46,497.77	y
Expedia - Jeremy Howard	7/31/2023	Credit Card	CIP: TRAVEL		177.39	44.35	133.04	na
CIRCLE K - Jeremy Howard	8/31/2023	Credit Card	CIP: TRAVEL		56.80	14.20	42.60	na
TEXAS ROADHOUSE - Jeremy Howard	8/31/2023	Credit Card	CIP: TRAVEL		68.77	17.19	51.58	na
PAPPASITOS CANTINA - Jeremy Howard	8/31/2023	Credit Card	CIP: TRAVEL		56.10	14.03	42.08	na
Per Diem Meals	10/31/2023	Payroll	CIP: TRAVEL		70.00	17.50	52.50	na
VALEIRO - Christopher Trammel Jr	9/30/2023	Credit Card	CIP: TRAVEL		77.16	19.29	57.87	na
VALEIRO - Christopher Trammel Jr	9/30/2023	Credit Card	CIP: TRAVEL		4.49	1.12	3.37	na
PHILLIPS 66-CONOCO-76 GAIS - Christopher Trammel Jr	9/30/2023	Credit Card	CIP: TRAVEL		66.68	16.67	50.01	na
FRE O&M	11/13/2023	OEV00256 FRE-O&M	Networking and Call Center Services		\$14,252.00	3,563.00	10,689.00	y

Totals 332,679.05 83,169.76 249,509.28

Potential Reward amount	77,221.25	125,000.00
Difference	5,948.51	124,509.28
Y/N for total reward amount	Yes	Yes

Actual Reward amount 202,221.25 \$ 77,221.25 \$ 125,000.00

Charger Amounts
PO # 071522002

VW EV Charging Installation for OEV-00256 Allsups Hobbs

Francis Energy

Charger Amounts	Power Elec_Invoices			Comments
	802210851 @15%	802211258 @85%		
Charger (150s)	\$44,700.00	6,705.00	37,995.00	
sales tax	\$3,687.75	553.16	3,134.59	tax charged @ 8.25%
commissioning	\$850.00	127.50	722.50	
	\$49,237.75	7,385.66	41,852.09	
Total for 2	\$98,475.50	14,771.33	83,704.18	

shipping	Total for 2	Total for 1	Total Invoice \$
Crane invoices			
ISIRD221001341	\$214.46	\$107.23	\$2,144.55
ISIRD221100712	\$515.72	\$257.86	\$5,157.18
ISIRD221201626	\$58.14	\$29.07	\$581.43
ISIRD221201627	\$54.50	\$27.25	\$545.00
shipping total for 2	\$842.82	\$421.41	\$8,428.16

Total Charger costs \$99,318.32

Power Elec Inv_802310892	2 units	1 unit
4th Year Extended Warranty	\$4,700.00	\$2,350.00
5th Year Extended Warranty	\$4,700.00	\$2,350.00
	\$9,400.00	

Confirmed that the PO used for purchases of this project is 71522002 - Below shows the 3-year warranty included in the price

Power Electronics										New Purchase 8/21/23		Name of Project	State	
Serial Number	Type	Voltage	Size (kW)	Model	Payment Hardware	Warranty Length	Purchase Price	PO #	Assigned Project	Date Received	Extended Warranty 4th Year			Extended Warranty 5th Year
31614035	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00256	11/8/2022	\$ 2,350.00	\$ 2,350.00	Allsups Hobbs	NM
31614041	NB 150	480/277V	150 kW	NB150SU0000000004	RFID Only	3-Year	\$44,700.00	71522002	OEV-00256	11/8/2022	\$ 2,350.00	\$ 2,350.00	Allsups Hobbs	NM

AutoZone 2516

1809 N. Turner
Hobbs, NM
(575)397-2200

Rewards Account 910100XXXXXX7843

#001038664 153 29.99 P

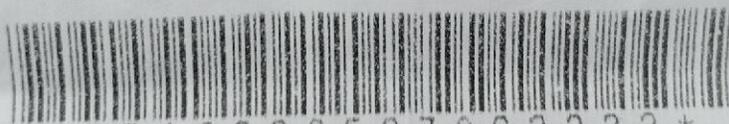
SmartStraps

10ft 9001b Ratchet, 4 PK

	SUBTOTAL	29.99
	STATE TAX @ 6.562%	1.97
	SALE TOTAL	31.96
XXXXXXXXXXXX1185 AMEX		31.96
	Approval #	804358

Data Source: CHIP
AppName/Label: AMERICANEXPRESS
AID: A000000025010801
IC: D079D20D001D7DDB

REG # 01 CSR #03 RECEIPT # 667111
STR. TRANS #229587
STORE #2516
DATE 09/23/2023 16:08
OF ITEMS SOLD: 1



* 2 5 1 6 2 2 9 5 8 7 0 9 2 3 2 3 *

Member: CJ TRAMMEL
As of 09/17/2023 at 20:45:35 PM CST
Your Credits Balance: 2 of 5
Your Rewards Balance: \$20.00
Of Which: \$20.00
Is Valid Through: 12/16/2023

Don't worry about losing your receipt!
Access your purchase history and view
program terms and conditions at
www.autozone.com/rewards

AutoZone Rewards Support: 1-800-741-9179

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Click the red pin in the second box and
select use my current location to find
the opportunities nearest to you!

Order# 600179280
<https://www.buidesign.com>
Date: Friday, November 18, 2022

Billing Information:

Name: JORDAN HOWARD
Phone: 8707613895
Address: 15 E 5TH ST
Address 2: STE 821
Tulsa, Oklahoma 74103
United States

Payment method: Checkout with Credit Card

Shipping Information:

Name: Jordan Howard
Phone: 8707613895
Address: 1660 N Mingo Rd Unit A
Tulsa, Oklahoma 74116
United States

Shipping method: Rush
Get it by: 11/25/2022

Product(s)

Name	Price	Qty	Total
<i>18" x 12" (Holes for Parking Signs) Reflective Aluminum (.040) Single Sided</i>	\$23.51	40	\$940.40

Sub-total: \$940.40
Shipping: \$0.00
Tax: \$80.09
Order total: \$1,020.49



INVOICE

EM

Pre-Pay

Bill To

FRANCIS RENEWABLE ENERGY
1660 N MINGO RD, UNIT A
TULSA, OK 74116

Invoice Number INV_TUL-0004217
Invoice Type TUL_RENT
Invoice Date 11/18/2022
Agreement Number RNT_TUL-0002731
Customer Number 15610
PO Number

Ship Via BEST METHOD

Ship To

FRANCIS RENEWABLE ENERGY
1660 N MINGO ROAD, UNIT A
TULSA, OK 74117

Comments

Contact Name _____ **Salesperson** Mason Ewy

Invoice Period 11/14/2022 - 11/18/2022 **Payment Terms** Prepayment **Due Date** 11/18/2022

Rental Lines						
Item	Start Date	Start Hours	End Date	End Hours	Quantity	Rental Shift
RENT_GEN-235 Generator - 150 kVA	11/14/2022	9,414	11/18/2022	9,441		SINGLE SHIFT
Line SubTotal						Line Total \$975.00
RENT_4/0-50FT 4/0 CABLE - 50'					10.00	
Line SubTotal						Line Total \$400.00
RENT_4/0_PIG-M 4/0 PIGTAILS MALE					5.00	
Line SubTotal						Line Total \$50.00
RENT_4/0_PIG-F 4/0 PIGTAILS FEMALE					5.00	
Line SubTotal						Line Total \$50.00

Miscellaneous Lines						
Item Number	Description	Quantity	U of M	Unit Price		Line Total
RENT_ENV	RENTAL ENVIRONMENTAL FEE	1.00	EACH	19.50		\$19.50
RENT_FREIGHT	COMPLIMENTARY DELIVERY	1.00	EACH	0.00		\$0.00
RENT_FREIGHT	RETURN FREIGHT	1.00	EACH	200.00		\$200.00

Subtotal	\$	1,475.00
Overage	\$	0.00
Damage Waiver	\$	206.50
Miscellaneous	\$	219.50
Tax	\$	125.64
TOTAL DUE	\$	\$2,026.64

Remit To:

ACCOUNT	DATE	AMOUNT	COST CENTER	DEPARTMENT	COMPANY	COMMENT
1500-13000	11/18/2022	184.24	oev-00241	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00249	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00250	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00251	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00252	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00253	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00254	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00255	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00256	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00257	220 - Construction	1200	CLIFFORD POWER - Jordan Howard
1500-13000	11/18/2022	184.24	oev-00258	220 - Construction	1200	CLIFFORD POWER - Jordan Howard

2026.64

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 63605

To Francis Energy LLC
 Owner: 15 East 5th Street, Ste.821

Project 23-04.015 Francis - Hobbs Allsup

Application No. : 1

Distribution to :
 Owner
 Architect
 Contractor

Tulsa, OK 74103

Period To:

From Contract: COONROD ELECTRIC CO, LLI Via Architect: Jordan Howard
 P.O. BOX D
 Sinton, TX 78387

Project Nos: PO 000145

Contract For:

Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$61,374.71
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$61,374.71
4. Total Completed and Stored To Date	\$15,343.68
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$15,343.68
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$15,343.68
Sales Tax (6.6875 % on 15,343.68)	1,026.11
Current Payment Due Plus Sales Tax	16,369.79
9. Balance To Finish, Plus Retainage	\$46,031.03

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By:  Date: 6/30/2023

AMOUNT CERTIFIED \$16,369.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 06/29/23
To:
Architect's Project No.: PO 000145

Invoice # : 63605 **Contract :** 23-04.015 Francis - Hobbs Allsup

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis - Hobbs Allsup	61,374.71	0.00	15,343.68	0.00	15,343.68	25.00%	46,031.03	
Grand Totals		61,374.71	0.00	15,343.68	0.00	15,343.68	25.00%	46,031.03	0.00

Jennifer Clagg

From: Jeremy Howard
Sent: Saturday, July 1, 2023 8:12 AM
To: Jennifer Clagg
Subject: Re: Coorod Inv 63605 & 63609

Roswell is approved. Hobbs is not approved.

Jeremy

Sent from my iPhone

On Jun 30, 2023, at 4:25 PM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Need approved please

<image001.png>

Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821
Tulsa, OK 74103

www.francisenergy.com

<Coonrod Inv 63605.pdf>

<Coonrod Inv 63609.pdf>

Jennifer Clagg

From: Jeremy Howard
Sent: Tuesday, July 18, 2023 7:37 AM
To: Jennifer Clagg
Subject: Re: Coonrod Inv 63605

Go ahead and pay.

JH

Sent from my iPhone

On Jul 18, 2023, at 6:51 AM, Jennifer Clagg <jclagg@francisenergy.com> wrote:

Still hold?

<image001.png>

*Future PTO days: Friday July
14th*

Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

<Coonrod Inv 63605 - hold per JJH 07.01.23.pdf>

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 64319

To Francis Energy LLC
 Owner: 15 East 5th Street, Ste.821

Project 23-04.015 Francis - Hobbs Allsup

Application No. : 2

Distribution to :
 Owner
 Architect
 Contractor

Tulsa, OK 74103

Period To:

From Contract: COONROD ELECTRIC CO, LLI Via Architect: Jordan Howard
 P.O. BOX D
 Sinton, TX 78387

Project Nos: PO 000145

Contract For:

Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$61,374.71
2. Net Change By Change Order	\$32,097.12
3. Contract Sum To Date	\$93,471.83
4. Total Completed and Stored To Date	\$30,687.36
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$30,687.36
7. Less Previous Certificates For Payments	\$15,343.68
8. Current Payment Due	\$15,343.68
Sales Tax (6.6875 % on 15,343.68)	1,026.11
Current Payment Due Plus Sales Tax	16,369.79
9. Balance To Finish, Plus Retainage	\$62,784.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By: _____ Date: **8/21/2023**

AMOUNT CERTIFIED \$16,369.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$32,097.12	\$0.00
TOTALS	\$32,097.12	\$0.00
Net Changes By Change Order	\$32,097.12	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 08/21/23

To:

Architect's Project No.: PO 000145

Invoice # : 64319

Contract : 23-04.015 Francis - Hobbs Allsup

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis - Hobbs Allsup	61,374.71	15,343.68	15,343.68	0.00	30,687.36	50.00%	30,687.35	
2	(-01) Rack Relocate	32,097.12	0.00	0.00	0.00	0.00	0.00%	32,097.12	
Grand Totals		93,471.83	15,343.68	15,343.68	0.00	30,687.36	32.83%	62,784.47	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 64704

To Francis Energy LLC
 Owner: 15 East 5th Street, Ste.821

Project 23-04.015 Francis - Hobbs Allsup

Application No. : 3

Distribution to :
 Owner
 Architect
 Contractor

Tulsa, OK 74103

Period To:

From Contract: COONROD ELECTRIC CO, LLI Via Architect: Jordan Howard
 P.O. BOX D
 Sinton, TX 78387

Project Nos: PO 000145

Contract For:

Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$61,374.71
2. Net Change By Change Order	\$32,097.12
3. Contract Sum To Date	\$93,471.83
4. Total Completed and Stored To Date	\$88,798.23
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$88,798.23
7. Less Previous Certificates For Payments	\$30,687.36
8. Current Payment Due	\$58,110.87
Sales Tax (6.6875 % on 58,110.87)	3,886.16
Current Payment Due Plus Sales Tax	61,997.03
9. Balance To Finish, Plus Retainage	\$4,673.60

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: COONROD ELECTRIC CO, LLC

By: _____ Date: 9/18/2023

AMOUNT CERTIFIED \$61,997.03

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$32,097.12	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$32,097.12	\$0.00
Net Changes By Change Order	\$32,097.12	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 09/15/23
To:
Architect's Project No.: PO 000145

Invoice # : 64704 **Contract :** 23-04.015 Francis - Hobbs Allsups

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Francis - Hobbs Allsups	61,374.71	30,687.36	27,618.61	0.00	58,305.97	95.00%	3,068.74	
2	(-01) Rack Relocate	32,097.12	0.00	30,492.26	0.00	30,492.26	95.00%	1,604.86	
Grand Totals		93,471.83	30,687.36	58,110.87	0.00	88,798.23	95.00%	4,673.60	0.00



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 12/30/2022 Page : 1 / 1
Invoice No. : ISIORD221201627 /
Credit Term : D30 Customer ID:FRAN192ORD
Due Date : 01/29/2023
Job No. : DSI2211ORD01395
BL / AWB No. : ZIMUVLC10135329
MBL/MAWB No. : ZIMUVLC10135329
Job Date : 11/30/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 12/09/2022
Packages : 2 Package(s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 1106.000 LB
Container : 1 X 40HC; GAOU6440965
Reference :

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Row 1: Delivery, 545.000, 1.000 40HC, USD, 545.00. Row 2: Total - US Dollar:FIVE HUNDRED AND FORTY FIVE DOLLARONLY, USD, 545.00

Remarks :

Prepared By: Jennifer Tednes

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603

Wire:ABA No.026009593;Swift No.BOF AUS3N

EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22

SHIPPER

POWER ELECTRONICS ESPAÑA S.L.
RDA. DEL CAMP D'AVIACIÓ , 4
46160 LLÍRIA
ESPAÑA

B/L N°: 13.605

ES

OCEAN BILL OF

EXPRESS BL

CONSIGNEE

FRANCIS ENERGY LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
HONE: 918-236-1791



NOTIFY

CINDY LARSEN, LCB
1500 RANKIN ROAD
HOUSTON TX 77073 - USA
M: +1 281-755-9816
CINDY.LARSEN@CRANEWW.COM

PRECARRIAGE BY

PLACE OF RECEIPT

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

VESSEL

CSL MANHATTAN

PORT OF LOADING

VALENCIA

OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.

PORT OF DISCHARGE

HOUSTON

PLACE OF DELIVERY

Marks and Numbers
Seal NumberNumber and Kind of
Packages

Description of goods

Gross weight

Measurement

GAOU6440965 40' HC
S/045057

2 PACKAGES

LCL S.T.C.:
ELECTRICAL MACHINERY
HS CODE 850440

1.106,00kg

6,479 cbm

LCL/LCL

Total: 2 PACKAGES

FREIGHT PREPAID

Total:1.106,00 Kg

Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.

FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR
CARGO LOST OR NOT LOST

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

Freight amount / Importe del flete

CFR HOUSTON

Freight payable at

ORIGIN

Place and date of issue

VALENCIA 07/11/2022

Cargo insurance through the undersigned

 not covered covered according to attached policy

Number of original Bs/L

0/ZERO

Stamp and Signature

ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV,
S.A. AS CARRIER

For delivery of goods please apply to:

ALTIUS USA CORP

1.DEFINITIONS

"Carrier" means "Altius S.A. (Aduanas Logística Transportes e Intermediación en Unidades de Servicio S.A.), Muelle Reparaciones Bouzas S/N, 36208, Vigo (Pontevedra) Spain".
 "Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land or air.
 "Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.
 "COGSA" means the U.S. Carriage of Goods by Sea Act.
 "Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.
 "Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.
 "Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.
 "Hamburg Rules" means the UN-Convention on the Carriage of Goods by Sea of 1978.
 "Merchant" includes the shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.

"Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators at any Vessel (other than Carrier): underlying or substitute carriers; stevedores and terminal operators; and any direct or indirect servant, agent or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.
 "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, leadership, barge or other means of conveyance by water used for the Carriage.

2.CARRIER'S TARIFF(S)

All terms and conditions of Carrier's applicable tariff(s), including but not limited to those pertaining to demurrage and detention are incorporated herein. Copies of the tariff(s) or relevant provisions thereof are obtainable from Carrier or the applicable regulatory body on request. In the event of a conflict between the terms and conditions of such tariff(s) and this bill of lading, the bill of lading shall prevail.

3.CHARGES

3.1Charges shall be deemed earned on acceptance of Goods or Containers or other packages for shipment by Carrier and shall be paid by Merchant in full, without any offset, counterclaim or deduction, Goods and/or Vessel or other conveyance lost or not lost and shall be non-returnable in any event.

3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".

3.3In case of non-payment of Charges or any other amount(s) due under this contract, Carrier is entitled to pursue the relevant amount(s) against Merchant or Goods and Merchant shall also be liable for interest on any overdue amount(s) as well as Carrier's reasonable attorney's fees and expenses incurred in collecting any amount(s) due.

3.4In arranging for any services with respect to Goods, Carrier shall be considered Merchant's agent for all purposes. Charges and any payment of Charges to parties other than Carrier shall not, in any event, be considered payment to Carrier.

3.5Charges for cold treatment are for administration only and do not impose any responsibility on Carrier for completion of cold treatment as per the applicable regulations.

4.CARRIER'S RESPONSIBILITY

4.1Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:

(a)PORT-TO-PORT SHIPMENT

(1)When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, Carrier's responsibility is governed by Spanish law making the Hague-Rules compulsorily applicable. However, if the bill of lading covers a shipment to or from the USA, COGSA governs Carrier's responsibility and shall apply during the time from loading the Goods on the Vessel until discharge as well as during all times before loading and after discharge of the Goods from the Vessel.

(2)Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel ("Fire"), or caused by the navigation or management of the Vessel save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation").

(3)Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular, a pilot on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, except for damage or loss caused, when executing measures, which were predominantly taken in the interest of the Goods ("Error in Navigation").

(4)Carrier is not deemed to have custody of the Goods before loading and after discharge, and Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by Carrier or by Merchant.

(b)MULTIMODAL TRANSPORT

(1)If it is established that loss or damage to Goods occurred during the port-to-port leg, Carrier's responsibility is governed by clause 4. 1(a) and if it is established that loss or damage to Goods occurred during any other leg, the law applicable to such leg of transport shall apply except that if the bill of lading covers a shipment to or from the USA, in which case COGSA shall apply for all legs of transport. If the law thus applicable is not compulsory Carrier's liability shall never exceed 2 Special Drawing Rights ("SDR" per kilo of gross weight of Goods lost or damaged.

(2)If it is not established during which leg of transport loss of or damage to Goods has occurred, Carrier's liability shall be determined in accordance with Spanish law, except for shipments to or from the USA in which case COGSA shall apply, unless otherwise provided for herein, in no event shall the liability of Carrier exceed 2 SDR per kilo of gross weight of Goods lost or damaged.

4.2LIMITATION OF LIABILITY

(a)In no event shall Carrier's liability under or in connection with this bill of lading exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged, except that if COGSA applies, in which case liability shall not exceed US\$ 500 per package or per customary freight unit, as the case may be.

(b)The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by Merchant prior to shipment and inserted in the box "Declared value" and extra freight paid if required. In no event shall the limitation amount exceed the declared value and nothing herein shall be construed as a waiver of limitation.

(c)The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per customary freight unit and law and jurisdiction clauses in this bill of lading) shall apply to all multimodal shipments originating in the USA unless Merchant selects full value Carmack liability coverage under 49 U.S.C. § 11706 by notifying Carrier at the time of booking the Goods and preparing a negotiated Carmack freight rate obtained from Carrier.

4.3MISCELLANEOUS PROVISIONS

(a)Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or at the Place of Delivery and Carrier shall not under any circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay, unless such delay was caused by Carrier, its servants or agents with the intention to cause damage or recklessly or with knowledge that such damage would probably result. If Carrier nevertheless shall be held legally liable for any loss or damage caused by delay, such liability shall in no event exceed 3 (three) times the freight paid.

(b)Except as provided herein, under no circumstances shall Carrier be liable for any indirect or consequential loss or damage or for any loss of profit or business from any cause whatsoever, unless such loss or damage was caused by Carrier, its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

(c)The liberties, rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided in this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.

(d)Carrier shall, notwithstanding any legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute.

(e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods.

5.SUBCONTRACTING

(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.

(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation should nevertheless be made, Merchant will indemnify Carrier against all consequences thereof.

(c)Without prejudice to the foregoing, every liberty, exemption, limitation of and exonerations from liability, condition, right, defense and immunity contained herein or available to Carrier including the right to enforce any law or jurisdiction provision contained herein shall also be available to and extend to every Subcontractor and Vessel which shall be entitled to enforce same against Merchant.

6.METHODS OF PERFORMANCE/LIBERTIES

6.1Carrier may at any time and without notice:

(a)Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.

(b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side thereof.

(c)Proceed by any route, place or port, in its discretion, at any speed and in any order, and omit, proceed to or stay at any place or port whatsoever, whether scheduled or not.

(d)Sail with or without pilots.

(e)Terminate the transportation and discharge Goods or Containers and require Merchant to take delivery. Upon Merchant's failure to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods at risk and expense of Merchant and Goods.

(f)Open any Container to inspect the contents, and if it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses to continue Carriage at Merchants risk and expense.

(g)Carry livestock, explosives, munitions, warlike stores, dangerous or hazardous Goods or lawful Goods of any and all kinds.

(h)Dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.

(i)Comply with any orders, directions or recommendations given by any government or authority; and/or

(j)Take any other steps or precautions as may appear reasonable to Carrier under the circumstances.

6.2The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable deviation. Notwithstanding, Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.

7.DECK CARGO

Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all legal purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.

8.DELIVERY

8.1Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date of time of arrival, and if given, such information shall be considered gratuitous.

8.2Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.

8.3After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/ or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.

9.NOTICE OF CLAIM AND TIME TO SUE

If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after their delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.

10.CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.

11.MERCHANT'S RESPONSIBILITY

11.1Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.

11.2Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage, artworks, antiques, jewellery or rare or precious artefacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particular provisions furnished with the booking of the Goods and Carrier's written approval prior to shipment.

11.3When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers, or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.

11.4When a Container is supplied by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed.

11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss damage or expense at a subsequent time. Payment thereof is due upon presentation of written cost estimates.

11.7Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.

11.8When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container(s) meet or exceed applicable stacking weight and racking test load minimums.

11.9Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above-mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.

12.DANGEROUS OR HAZARDOUS GOODS

12.1No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for Carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.

12.2Merchant undertakes that such Goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADA, RID, and CFR.

12.3Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.

13.REEFER CONTAINERS

Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods. When placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing). Merchant acknowledges that temperature - or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attention, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.

14.BOTH-TO-BLAME COLLISION CLAUSE

The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

15.GENERAL AVERAGE

15.1General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).

15.2Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers, or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

16.LAW AND JURISDICTION

This Bill of Lading shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be determined by Arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.

17.NON-WAIVER ERANO SEVERABILITY

17.1No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.

17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.

17.3The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Invoice

Invoice information

Customer's code:

Francis Energy, LLC /
1924 E 6th St / Tulsa
OK 74104

Order reference: STOCK PO-013122002 STANDALONE,
Origin of goods: Spain **HS Code:** 8504 40 9090
HS Code: 8504 40 9570 ELECTRIC INVERTERS
8504 90 9690 INDUCTOR PARTS

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number: USA22/069
Invoice date: 03.11.2022

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB (31614047, 31614050) Corresponding to delivery note 80672965	2.00 PC	44.700,00	89.400,00
Subtotal:					89.400,00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total USD
89.400,00	89.400,00	0.00	89.400,00

Terms of sale

Incoterms: FCA Liria, Valencia, Spain
Payment:
Pay terms: As per Agreement
Guarantee:
Commissioning:

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 120622		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5669875-7	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5669875			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME ZIMU		13. VOYAGE/FLIGHT/TRIP 19W		14. LOCATION OF GOODS-CODE(S)/NAME(S) S903 WORLD TRADE DISTRIBUTION, INC.			
15. VESSEL CODE/NAME CSL MANHATTAN							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 89,400	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. ZIMU VLC10135329	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN IT	26. MANUFACTURER NO. ESPOWELE4VAL	
H	IFSN 1259428	2 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:	SIGNATURE	DATE
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Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 12/05/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5669875-7
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5669875
Cust. Ref. No:
Port of Entry: 5301

ZIMU VLC10135329
IFSN 1259428 00000002PKG
[12/05/22 15:57] 94: BILL DEPARTED
[12/05/22 15:57] 98: RELEASED, Release Date Update: 12/05/22 - Selectivity Processing Date

Received: Mon, 12/05/22 4:11 PM EST

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5669875-7		2. Entry Type 01 ABI/A		3. Summary Date 12/16/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 12/05/22			
8. Importing Carrier CSL MANHATTAN				9. Mode of Transport 10				10. Country of Origin IT				11. Import Date 12/06/22			
12. B/L or AWB Number ZIMU VLC10135329, 1259428				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 11/07/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S903 Voyage: 19W				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 1,106 KG 2.00 NO 2 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$89,400 C \$600 N		FREE 0.3464% 0.1250%		\$0.00 \$309.68 \$111.75				
Totals for Invoice USA22-069		Invoice Value 89,400.00 USD				+/- MMV		Exchange 1.00000		Entered Value 89,400.00 USD					
Other Fee Summary (for Block 39) 499 - MPF \$309.68 501 - HMF \$111.75				35. Total Entered Value \$ 89,400 Total Other Fees \$ 421.43				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$421.43					
								D. Ascertained Total		40. Total \$421.43					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Andy Garzer</i>				Date 10/28/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5669875									



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper
Date : 10/31/2022 Page : 1 / 1
Invoice No. : ISIORD221001341 /
Credit Term : D10 Customer ID:FRAN192ORD
Due Date : 11/10/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385
MBL/MAWB No. : 2000000385
Job Date : 10/28/2022
Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA
Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : LONDON EXPRESS/04W39 ETD/ETA : 11/04/2022
Place of Receipt : VALENCIA Packages : 18 Package(s)
Port of Loading : VALENCIA C.Wgt/M3/KT : 0.000 CBM
Port of Discharge : HOUSTON Weight : 9252.000 LB
Destination : CHICAGO Container : 1 X 40;
Delivery : HOUSTON Reference :
Commodity :
Service Level : Customs Brokerage

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Customs Bond, Customs Clearance/Entry Fee, Customs MPF Charges, and Customs HMF Charges.

Total - US Dollar:TWO THOUSAND ONE HUNDRED FORTY FOUR DOLLARS AND FIFTY FIVE CENTSONLY USD 2,144.55

Remarks :

Prepared By: Erica Lopez
Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603
Wire:ABA No.026009593;Swift No.BOF AUS3N
EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22



ALTIUS USA CORP
671 W 18Th St
33010 Hialeah, FL
USA
FMC No. 0257 43NF
T: 786-953-0805

ARRIVAL NOTICE

SHIPPER: POWER ELECTRONICS ESPAÑA S.A. RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA VALENCIA - ESPAÑA		DATE: 10-20-2022	
		REF NO: 23609	
CARRIER HAPAG-LLOYD A G	AIRLINE/VESSEL LONDON EXPRESS	FLIGHT/VOYAGE 04W39	ARRIVAL DATE 10-27-2022 Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT VALENCIA	DISCHARGE PORT/AIRPORT HOUSTON	PLACE OF DELIVERY
MBL/AWB HLCUBC1220953156	HBL/HAWB		IT NUMBER
CONSIGNEE Francis Energy, LLC 1924 E 6th St, 74104 TULSA OKLAHOMA - UNITED STATES		PREPAID/COLLECT Collect	
NO OF PACKAGES HLXU5273416 40 DV Seal n° HLD1369114	DESCRIPTION 18 PACKAGE ELECTRICAL MACHINERY	WEIGHT 9,252.00	

LOCATION BARBOURS CUT TERMINAL S787	NOTES

Wire Transfer Details.

ACH Payments : Chase bank
4501 Weston Rd
Weston, FL 33331
Account: 577628537 ABBA: 021000021
SWIFT code: CHASUS33 / Routing number: 267084131
Remit checks to: ALTIUS USA CORP
671 W 18TH ST
Hialeah, FL 33010

Make checks payable to Altius USA Corp.

Send to the order of ALTIUS USA CORP to:
Altius USA Corp
T: +1 (718) 668-48-34
671 W 18th St
Hialeah, FL 33010
USA

Proforma invoice

Customer data

Customer code: 300579
Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Customer P.O. n°: 71522002 Stock PO-01
Purchase order Francis, Stock PO-013122002, EV
Offer number: 20127085

Proforma:

US22-067

Date:

10/19/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU00000000 04	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total amount USD
750,400.00	750,400.00	0,00	750,400.00 USD

Terms of sale

Payment terms: Agreement
Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 110122		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5662849-9	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5662849			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME HLCU		13. VOYAGE/FLIGHT/TRIP 04W39		14. LOCATION OF GOODS-CODE(S)/NAME(S) S787 BARBOURS CUT TERMINAL			
15. VESSEL CODE/NAME LONDON EXPRESS							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 675,360	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. HLCU BC1220953156	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN ES	26. MANUFACTURER NO. ESPOWELE4VAL	
H	HLCU BC1MI53156AA	18 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:
HLXU5273416
Req. Exam at:
Transfer By:
Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED: SIGNATURE DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 10/28/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5662849-9
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5662849
Cust. Ref. No:
Port of Entry: 5301

HLCU BC1220953156
HLCU BC1MI53156AA 00000018PCS
[10/27/22 16:25] 94: BILL DEPARTED
[10/27/22 16:25] 98: RELEASED, Release Date Update: 10/28/22 - Selectivity Processing Date

Received: Thu, 10/27/22 4:25 PM EDT

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5662849-9		2. Entry Type 01 ABI/A		3. Summary Date 11/14/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 10/28/22			
8. Importing Carrier LONDON EXPRESS				9. Mode of Transport 11				10. Country of Origin ES				11. Import Date 11/01/22			
12. B/L or AWB Number HLCU BC1220953156, BC1MI53156AA				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 10/10/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S787 Voyage: 04W39				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.	30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units											
001	STATIC CONVERTERS, OTHER 8504.40.9580 9,252 KG 14.00 NO 18 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$675,360 C \$2,000 N		FREE 0.3464% 0.1250%		\$0.00 \$2,339.45 \$844.20				
Totals for Invoice 1022262388						Invoice Value 675,360.00 USD		+/- MMV		Exchange 1.00000		Entered Value 675,360.00 USD			
Other Fee Summary (for Block 39) 499 - MPF \$575.35 501 - HMF \$844.20				35. Total Entered Value \$ 675,360 Total Other Fees \$ 1,419.55				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.						A. LIQ CODE		B. Ascertained Duty		37. Duty \$0.00					
						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$1,419.55					
								D. Ascertained Total		40. Total \$1,419.55					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Karzer</i>				Date 10/14/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5662849									

Jennifer Clagg

From: Jordan Howard
Sent: Friday, November 18, 2022 12:31 PM
To: Jennifer Clagg; Seth Christ; Dan Mandli
Subject: Re: Crane Worldwide

Jennifer,

This is approved. It is the shipping cost for 18 of the 20 chargers on PO #071522002. You can divide the cost equally across the projects listed below.

- OEV-00241 Allsup's Tinnie Store 102379
- OEV-00249 Allsup's Tatum Store 102063
- OEV-00251 Allsup's Vaughn Store 102376
- OEV-00252 Fast Stop Convenience Store
- OEV-00254 Allsup's Roswell Store 102160
- OEV-00255 Allsup's Artesia Store 102223
- OEV-00256 Allsup's Hobbs Store 2146
- OEV-00257 Allsup's Carlsbad Store 102190
- OEV-00258 Allsup's Tucumari Store 102058

Two chargers were shipped separately, so we should be receiving another invoice in Dec. That invoice will go to the project below.

- OEV-00259 Allsup's Alamogordo Store 102377

-Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Wednesday, November 16, 2022 8:07 AM
To: Jordan Howard <jhoward@francisenergy.com>; Seth Christ <SChrist@francisenergy.com>; Dan Mandli <dmandli@francisenergy.com>
Subject: Crane Worldwide

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 11/08/2022 Page : 1 / 1
Invoice No. : ISIORD221100712 /
Credit Term : D30 Customer ID:FRAN192ORD
Due Date : 12/08/2022
Job No. : DSI2210ORD01333
BL / AWB No. : 2000000385
MBL/MAWB No. : 2000000385
Job Date : 10/28/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : LONDON EXPRESS/04W39
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 11/04/2022
Packages : 18 Package(s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 9252.000 LB
Container : 1 X 40; HLXU5273416
Reference : Quoted

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Import Terminal Handling, Delivery, Transload Fee, Blocking & Bracing, Trucking Crane Houston to Tulsa, and a Total row for US Dollar: FIVE THOUSAND ONE HUNDRED FIFTY SEVEN DOLLARS AND EIGHTEEN CENTSONLY.

Remarks :

Prepared By: Erica Lopez

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603
Wire:ABA No.026009593;Swift No.BOF AUS3N
EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22



ALTIUS USA CORP
671 W 18Th St
33010 Hialeah, FL
USA
FMC No. 0257 43NF
T: 786-953-0805

ARRIVAL NOTICE

SHIPPER: POWER ELECTRONICS ESPAÑA S.A. RDA. DEL CAMP D'AVIACIO, 4. 46160 LLIRICA VALENCIA - ESPAÑA		DATE: 10-20-2022	
		REF NO: 23609	
CARRIER HAPAG-LLOYD A G	AIRLINE/VESSEL LONDON EXPRESS	FLIGHT/VOYAGE 04W39	ARRIVAL DATE 10-27-2022 Last Free Day (LFD)
PLACE OF RECEIPT	LOADING PORT/AIRPORT VALENCIA	DISCHARGE PORT/AIRPORT HOUSTON	PLACE OF DELIVERY
MBL/AWB HLCUBC1220953156	HBL/HAWB		IT NUMBER
CONSIGNEE Francis Energy, LLC 1924 E 6th St, 74104 TULSA OKLAHOMA - UNITED STATES		PREPAID/COLLECT Collect	
NO OF PACKAGES HLXU5273416 40 DV Seal n° HLD1369114	DESCRIPTION 18 PACKAGE ELECTRICAL MACHINERY	WEIGHT 9,252.00	

LOCATION BARBOURS CUT TERMINAL S787	NOTES

Wire Transfer Details.

ACH Payments : Chase bank
4501 Weston Rd
Weston, FL 33331
Account: 577628537 ABBA: 021000021
SWIFT code: CHASUS33 / Routing number: 267084131

Remit checks to: ALTIUS USA CORP
671 W 18TH ST
Hialeah, FL 33010

Make checks payable to Altius USA Corp.

Send to the order of ALTIUS USA CORP to:
Altius USA Corp
T: +1 (718) 668-48-34
671 W 18th St
Hialeah, FL 33010
USA

Proforma invoice

Customer data

Customer code: 300579
Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Customer P.O. n°: 71522002 Stock PO-01
Purchase order Francis, Stock PO-013122002, EV
Offer number: 20127085

Proforma:

US22-067

Date:

10/19/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104, Tulsa, Oklahoma, US

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Comments

As per import purposes.

Pos	Reference	Description	Quantity	Price USD	Amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.000 PC	31,150.00	124,600.00
20	NB150SU00000000 04	NB 150 STANDALONE UL 300A CCS1+CHA SPB	14.000 PC	44,700.00	625,800.00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total amount USD
750,400.00	750,400.00	0,00	750,400.00 USD

Terms of sale

Payment terms: Agreement
Incoterm: CIF, HOUSTON

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 110122		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5662849-9	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5662849			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME HLCU		13. VOYAGE/FLIGHT/TRIP 04W39		14. LOCATION OF GOODS-CODE(S)/NAME(S) S787 BARBOURS CUT TERMINAL			
15. VESSEL CODE/NAME LONDON EXPRESS							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 675,360	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. HLCU BC1220953156	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN ES	26. MANUFACTURER NO. ESPOWELE4VAL	
H	HLCU BC1MI53156AA	18 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC

PHONE NO.

281-869-5179

DATE

10/14/22

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:
HLXU5273416
Req. Exam at:
Transfer By:
Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED: _____ SIGNATURE _____ DATE _____

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 10/28/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5662849-9
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5662849
Cust. Ref. No:
Port of Entry: 5301

HLCU BC1220953156
HLCU BC1MI53156AA 00000018PCS
[10/27/22 16:25] 94: BILL DEPARTED
[10/27/22 16:25] 98: RELEASED, Release Date Update: 10/28/22 - Selectivity Processing Date

Received: Thu, 10/27/22 4:25 PM EDT

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
HLCU BC1220953156	HLCU BC1MI53156AA	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5662849-9		2. Entry Type 01 ABI/A		3. Summary Date 11/14/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 10/28/22			
8. Importing Carrier LONDON EXPRESS				9. Mode of Transport 11				10. Country of Origin ES				11. Import Date 11/01/22			
12. B/L or AWB Number HLCU BC1220953156, BC1MI53156AA				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 10/10/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S787 Voyage: 04W39				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32.		33.		34.				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		Duty and IR Tax Dollars Cents				
001	STATIC CONVERTERS, OTHER 8504.40.9580 9,252 KG 14.00 NO 18 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$675,360 C \$2,000 N		FREE 0.3464% 0.1250%		\$0.00 \$2,339.45 \$844.20				
Totals for Invoice 1022262388						Invoice Value 675,360.00 USD		+/- MMV		Exchange 1.00000		Entered Value 675,360.00 USD			
Other Fee Summary (for Block 39) 499 - MPF \$575.35 501 - HMF \$844.20				35. Total Entered Value \$ 675,360 Total Other Fees \$ 1,419.55				CBP USE ONLY				TOTALS			
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						REASON CODE		C. Ascertained Tax		38. Tax					
								D. Ascertained Other		39. Other \$1,419.55					
								D. Ascertained Total		40. Total \$1,419.55					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC						Signature <i>Cindy Karzer</i>				Date 10/14/22					
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179						43. Broker/Importer File Number 5662849									

Jennifer Clagg

From: Jordan Howard
Sent: Friday, November 18, 2022 12:31 PM
To: Jennifer Clagg; Seth Christ; Dan Mandli
Subject: Re: Crane Worldwide

Jennifer,

This is approved. It is the shipping cost for 18 of the 20 chargers on PO #071522002. You can divide the cost equally across the projects listed below.

- OEV-00241 Allsup's Tinnie Store 102379
- OEV-00249 Allsup's Tatum Store 102063
- OEV-00251 Allsup's Vaughn Store 102376
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- OEV-00254 Allsup's Roswell Store 102160
- OEV-00255 Allsup's Artesia Store 102223
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Two chargers were shipped separately, so we should be receiving another invoice in Dec. That invoice will go to the project below.

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-Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

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Sent: Wednesday, November 16, 2022 8:07 AM
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Subject: Crane Worldwide

Attached invoice needs approved and job # if applicable.



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com



Crane Worldwide Logistics LLC

10700 Seymour Ave. Suite A
Franklin Park, IL zip cod 60131
USA

Tel/Fax 6304779100 /

INVOICE

Francis Solar LLC
1924 E 6th St
Tulsa, OK
Attn: Grant Harper

Date : 12/30/2022 Page : 1 / 1
Invoice No. : ISIORD221201626 /
Credit Term : D10 Customer ID:FRAN192ORD
Due Date : 01/09/2023
Job No. : DSI2211ORD01395
BL / AWB No. : ZIMUVLC10135329
MBL/MAWB No. : ZIMUVLC10135329
Job Date : 11/30/2022

Account No : C2184102

Shipper : POWER ELECTRONICS ESPANA

Consignee : Francis Energy
1924 E 6th St
Tulsa, OK

Flight/Vessel : CSL MANHATTAN/19W
Place of Receipt : VALENCIA
Port of Loading : VALENCIA
Port of Discharge : HOUSTON
Destination : HOUSTON
Delivery : HOUSTON
Commodity :
Service Level : Customs Brokerage

ETD/ETA : 12/09/2022
Packages : 2 Package (s)
C.Wgt/M3/KT : 0.000 CBM
Weight : 1106.000 LB
Container : 1 X 40HC; GAOU6440965
Reference :

Table with 5 columns: Description, Rate, Quantity, Tax, Amount. Rows include Customs Clearance/Entry Fee, Estimated Customs MPF Charges, Estimated Customs HMF Charges, ISF Filing Fee, and Total - US Dollar: FIVE HUNDRED EIGHTY ONE DOLLARS AND FORTY THREE CENTSONLY.

Remarks :

Prepared By: Jennifer Tednes

Mail to:Crane Worldwide,P.O.Box844174, Dallas,TX 75284-4174;ACH to:Bank of America, Dallas, TX.; Routing/Transit/ABA No. 111000025;Beneficiary:Crane Worldwide;A/C No. 586007076603

Wire:ABA No.026009593;Swift No.BOF AUS3N

EURO payments:Beneficiary: Crane Worldwide Logistics LLC ; IBAN: GB17 BOFA 1650 5048 1100 19 ; Bank name: Bank of America N.A.; Bank Location: London, UK; Swift No.BOFAGB22

Jennifer Clagg

From: Jordan Howard
Sent: Monday, January 23, 2023 10:00 AM
To: Jennifer Clagg
Subject: Re: Crane Inv

Approved, goes to PO #071522002.



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, January 23, 2023 8:26 AM
To: Jordan Howard <jhoward@francisenergy.com>
Subject: Crane Inv

needs approved and job?



Jennifer Clagg
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821
Tulsa, OK 74103

www.francisenergy.com

SHIPPER

POWER ELECTRONICS ESPAÑA S.L.
RDA. DEL CAMP D'AVIACIÓ , 4
46160 LLÍRIA
ESPAÑA

B/L N°: 13.605

ES

OCEAN BILL OF

EXPRESS BL

CONSIGNEE

FRANCIS ENERGY LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
HONE: 918-236-1791



NOTIFY

CINDY LARSEN, LCB
1500 RANKIN ROAD
HOUSTON TX 77073 - USA
M: +1 281-755-9816
CINDY.LARSEN@CRANEWW.COM

PRECARRIAGE BY

PLACE OF RECEIPT

STRIPPING, HANDLING AND DOCUMENTATION FEES AT PORT

VESSEL

CSL MANHATTAN

PORT OF LOADING

VALENCIA

OF DESTINATION FOR ACCOUNT OF EACH CONSIGNEE AS PER AGENTS TARIFF.

PORT OF DISCHARGE

HOUSTON

PLACE OF DELIVERY

Marks and Numbers
Seal NumberNumber and Kind of
Packages

Description of goods

Gross weight

Measurement

GAOU6440965 40' HC
S/045057

2 PACKAGES

LCL S.T.C.:
ELECTRICAL MACHINERY
HS CODE 850440

1.106,00kg

6,479 cbm

LCL/LCL

Total: 2 PACKAGES

FREIGHT PREPAID

Total:1.106,00 Kg

Total: 6,479 m³

* Applicable only when document used as a Through Bill of Lading.

FREIGHT TO BE PAID, DISCOUNTLESS NON RETURNABLE SHIP AND / OR
CARGO LOST OR NOT LOST

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents, and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

According to the declaration of the shipper

Freight amount / Importe del flete

CFR HOUSTON

Freight payable at

ORIGIN

Place and date of issue

VALENCIA 07/11/2022

Cargo insurance through the undersigned

 not covered covered according to attached policy

Number of original Bs/L

0/ZERO

Stamp and Signature

ADUANAS, LOGIST., TTE. E INTERM. EN UNID. DE SERV,
S.A. AS CARRIER

For delivery of goods please apply to:

ALTIUS USA CORP

1.DEFINITIONS

"Carrier" means "Altius S.A. (Aduanas Logística Transportes e Intermediación en Unidades de Servicio S.A.), Muelle Reparaciones Bouzas S/N, 36208, Vigo (Pontevedra) Spain".
 "Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land or air.
 "Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.
 "COGSA" means the U.S. Carriage of Goods by Sea Act.
 "Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.
 "Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.
 "Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.
 "Hamburg Rules" means the UN-Convention on the Carriage of Goods by Sea of 1978.
 "Merchant" includes the shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.
 "Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators at any Vessel (other than Carrier): underlying or substitute carriers; stevedores and terminal operators; and any direct or indirect servant, agent or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.
 "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, leadership, barge or other means of conveyance by water used for the Carriage.

2.CARRIER'S TARIFF(S)

All terms and conditions of Carrier's applicable tariff(s), including but not limited to those pertaining to demurrage and detention are incorporated herein. Copies of the tariff(s) or relevant provisions thereof are obtainable from Carrier or the applicable regulatory body on request. In the event of a conflict between the terms and conditions of such tariff(s) and this bill of lading, the bill of lading shall prevail.

3.CHARGES

3.1Charges shall be deemed earned on acceptance of Goods or Containers or other packages for shipment by Carrier and shall be paid by Merchant in full, without any offset, counterclaim or deduction, Goods and/or Vessel or other conveyance lost or not lost and shall be non-returnable in any event.

3.2Merchant shall remain responsible for all Charges, regardless whether the bill of lading be marked, in words or symbols, "Prepaid" or "Collect".

3.3In case of non-payment of Charges or any other amount(s) due under this contract, Carrier is entitled to pursue the relevant amount(s) against Merchant or Goods and Merchant shall also be liable for interest on any overdue amount(s) as well as Carrier's reasonable attorney's fees and expenses incurred in collecting any amount(s) due.

3.4In arranging for any services with respect to Goods, Carrier shall be considered Merchant's agent for all purposes. Charges and any payment of Charges to parties other than Carrier shall not, in any event, be considered payment to Carrier.

3.5Charges for cold treatment are for administration only and do not impose any responsibility on Carrier for completion of cold treatment as per the applicable regulations.

4.CARRIER'S RESPONSIBILITY

4.1Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:

(a)PORT-TO-PORT SHIPMENT

(1)When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, Carrier's responsibility is governed by Spanish law making the Hague-Rules compulsorily applicable. However, if the bill of lading covers a shipment to or from the USA, COGSA governs Carrier's responsibility and shall apply during the time from loading the Goods on the Vessel until discharge as well as during all times before loading and after discharge of the Goods from the Vessel.

(2)Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel ("Fire"), or caused by the navigation or management of the Vessel save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation").

(3)Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular, a pilot on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, except for damage or loss caused, when executing measures, which were predominantly taken in the interest of the Goods ("Error in Navigation").

(4)Carrier is not deemed to have custody of the Goods before loading and after discharge, and Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by Carrier or by Merchant.

(b)MULTIMODAL TRANSPORT

(1)If it is established that loss or damage to Goods occurred during the port-to-port leg, Carrier's responsibility is governed by clause 4. 1(a) and if it is established that loss or damage to Goods occurred during any other leg, the law applicable to such leg of transport shall apply except that if the bill of lading covers a shipment to or from the USA, in which case COGSA shall apply for all legs of transport. If the law thus applicable is not compulsory Carrier's liability shall never exceed 2 Special Drawing Rights ("SDR" per kilo of gross weight of Goods lost or damaged.

(2)If it is not established during which leg of transport loss of or damage to Goods has occurred, Carrier's liability shall be determined in accordance with Spanish law, except for shipments to or from the USA in which case COGSA shall apply, unless otherwise provided for herein, in no event shall the liability of Carrier exceed 2 SDR per kilo of gross weight of Goods lost or damaged.

4.2LIMITATION OF LIABILITY

(a)In no event shall Carrier's liability under or in connection with this bill of lading exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged, except that if COGSA applies, in which case liability shall not exceed US\$ 500 per package or per customary freight unit, as the case may be.

(b)The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by Merchant prior to shipment and inserted in the box "Declared value" and extra freight paid if required. In no event shall the limitation amount exceed the declared value and nothing herein shall be construed as a waiver of limitation.

(c)The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US\$ 500 per package or per customary freight unit and law and jurisdiction clauses in this bill of lading) shall apply to all multimodal shipments originating in the USA unless Merchant selects full value Carmack liability coverage under 49 U.S.C. § 11706 by notifying Carrier at the time of booking the Goods and preparing a negotiated Carmack freight rate obtained from Carrier.

4.3MISCELLANEOUS PROVISIONS

(a)Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or at the Place of Delivery and Carrier shall not under any circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay, unless such delay was caused by Carrier, its servants or agents with the intention to cause damage or recklessly or with knowledge that such damage would probably result. If Carrier nevertheless shall be held legally liable for any loss or damage caused by delay, such liability shall in no event exceed 3 (three) times the freight paid.

(b)Except as provided herein, under no circumstances shall Carrier be liable for any indirect or consequential loss or damage or for any loss of profit or business from any cause whatsoever, unless such loss or damage was caused by Carrier, its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

(c)The liberties, rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided in this bill of lading, or under statute, shall apply in any action or proceeding against Carrier whether founded in contract, tort, bailment or otherwise.

(d)Carrier shall, notwithstanding any legislation is applicable hereunder, be entitled to the benefit of Sections 30501 through 30511, Title 46, U.S. Code as may be amended as if the same were expressly set out herein, including but not limited to the Limitation of Liability Act and Fire Statute.

(e)Carrier shall have no liability whatsoever arising out of or in connection with the acts of any person (not employed or instructed by Carrier) who unlawfully, by the use of force or threats of any kind, damages, ceases, or exercises control over the Goods, over any Subcontractor or over any means of transportation or storage of the Goods.

5.SUBCONTRACTING

(a)Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing or other handling whatsoever as well as any and all duties whatsoever undertaken by it in relation to the Goods or Containers or in performance of this contract.

(b)No Subcontractor shall in any circumstances be under any liability whatsoever to Merchant for any loss, damage or delay whether arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part, and Merchant undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Subcontractor seeking to impose any liability whatsoever in connection with this contract. If any such claim or allegation should nevertheless be made, Merchant will indemnify Carrier against all consequences thereof.

(c)Without prejudice to the foregoing, every liberty, exemption, limitation of and exonerations from liability, condition, right, defense and immunity contained herein or available to Carrier including the right to enforce any law or jurisdiction provision contained herein shall also be available to and extend to every Subcontractor and Vessel which shall be entitled to enforce same against Merchant.

6.METHODS OF PERFORMANCE/LIBERTIES

6.1Carrier may at any time and without notice:

(a)Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.

(b)Transship or carry on another Vessel or conveyance or by any other means of transport than that named on the reverse side thereof.

(c)Proceed by any route, place or port, in its discretion, at any speed and in any order, and omit, proceed to or stay at any place or port whatsoever, whether scheduled or not.

(d)Sail with or without pilots.

(e)Terminate the transportation and discharge Goods or Containers and require Merchant to take delivery. Upon Merchant's failure to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods at risk and expense of Merchant and Goods.

(f)Open any Container to inspect the contents, and if it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses to continue Carriage at Merchants risk and expense.

(g)Carry livestock, explosives, munitions, warlike stores, dangerous or hazardous Goods or lawful Goods of any and all kinds.

(h)Dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.

(i)Comply with any orders, directions or recommendations given by any government or authority; and/or

(j)Take any other steps or precautions as may appear reasonable to Carrier under the circumstances.

6.2The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable deviation. Notwithstanding, Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.

7.DECK CARGO

Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all legal purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck not in Container(s) is solely at Merchants risk; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.

8.DELIVERY

8.1Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date of time of arrival, and if given, such information shall be considered gratuitous.

8.2Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.

8.3Alter discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/ or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.

9.NOTICE OF CLAIM AND TIME TO SUE

If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after their delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.

10.CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.

11.MERCHANT'S RESPONSIBILITY

11.1Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct, and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.

11.2Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coinage, artworks, antiques, jewellery or rare or precious artefacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particular provisions furnished with the booking of the Goods and Carrier's written approval prior to shipment.

11.3When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers, or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.

11.4When a Container is supplied by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed.

11.5In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

11.6When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss damage or expense at a subsequent time. Payment thereof is due upon presentation of written cost estimates.

11.7Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.

11.8When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container(s) meet or exceed applicable stacking weight and racking test load minimums.

11.9Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above-mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.

12.DANGEROUS OR HAZARDOUS GOODS

12.1No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for Carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.

12.2Merchant undertakes that such Goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADA, RID, and CFR.

12.3Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.

13.REEFER CONTAINERS

Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods. When placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing). Merchant acknowledges that temperature - or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attention, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.

14.BOTH-TO-BLAME COLLISION CLAUSE

The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

15.GENERAL AVERAGE

15.1General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).

15.2Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers, or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

16.LAW AND JURISDICTION

This Bill of Lading shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be determined by Arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.

17.NON-WAIVER ERANO SEVERABILITY

17.1No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.

17.2Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exonerations from liability contained in applicable laws.

17.3The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

Invoice

Invoice information

Customer's code:

Francis Energy, LLC /
1924 E 6th St / Tulsa
OK 74104

Order reference: STOCK PO-013122002 STANDALONE,
Origin of goods: Spain **HS Code:** 8504 40 9090
HS Code: 8504 40 9570 ELECTRIC INVERTERS
8504 90 9690 INDUCTOR PARTS

Invoice issued by: Power Electronics USA
Issuing CIF: 463219523

Comments

Invoice number: USA22/069
Invoice date: 03.11.2022

Notify:

Cindy Larsen, LCB
Import Brokerage Manager
1500 Rankin Road | Houston, TX 77073
M: +1 281-755-9816
cindy.larsen@craneww.com

Consignee:

FRANCIS ENERGY, LLC
15 E 5TH ST, STE 821
TULSA, OK 74103 - USA
PH: 918-236-1791
FAX 918-491-4587

Pos	Reference	Product Description	Quantity	Price USD	Amount USD
10	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB (31614047, 31614050) Corresponding to delivery note 80672965	2.00 PC	44.700,00	89.400,00
Subtotal:					89.400,00

Subtotal USD	Tax base USD	VAT USD 0.00 %	Total USD
89.400,00	89.400,00	0.00	89.400,00

Terms of sale

Incoterms: FCA Liria, Valencia, Spain
Payment:
Pay terms: As per Agreement
Guarantee:
Commissioning:

ENTRY/IMMEDIATE DELIVERY

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179 Fax: 281-443-0909

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 120622		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER CWL-5669875-7	
5. PORT 5301		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 5669875			
		8. CONSIGNEE NUMBER 47-537012800				9. IMPORTER NUMBER 47-537012800	
10. ULTIMATE CONSIGNEE NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103				11. IMPORTER OF RECORD NAME FRANCIS ENERGY, LLC 15 E 5TH STREET SUITE 821 TULSA, OK 74103			
12. CARRIER NAME ZIMU		13. VOYAGE/FLIGHT/TRIP 19W		14. LOCATION OF GOODS-CODE(S)/NAME(S) S903 WORLD TRADE DISTRIBUTION, INC.			
15. VESSEL CODE/NAME CSL MANHATTAN							
16. U.S. PORT OF UNLADING 5301		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 89,400	
20. DESCRIPTION OF MERCHANDISE ELECTRICAL MACHINERY							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. ZIMU VLC10135329	23. MANIFEST QUANTITY		24. H.S. NUMBER 8504.40.9580	25. COUNTRY OF ORIGIN IT	26. MANUFACTURER NO. ESPOWELE4VAL	
H	IFSN 1259428	2 PKGS					

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Crane Worldwide Logistics, LLC *Cindy Parzer*

PHONE NO.

281-869-5179

DATE

10/28/22

29. BROKER OR OTHER GOVT. AGENCY USE

Req. Exam at:
Transfer By:

Entry Bond [] Carrier Bond []
CHL Bond [] CFS Bond []

28. CBP USE ONLY

OTHER AGENCY ACTION REQUIRED, NAMELY:

CBP EXAMINATION REQUIRED

ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:

SIGNATURE

DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received from U.S. Customs. Date: 12/05/22

Cindy Parzer

Crane Worldwide Logistics LLC
1500 Rankin Road
Houston, TX 77073
281-869-5179
Cindy Larsen
cindy.larsen@craneww.com

Cargo Release Results

Entry Summary: CWL-5669875-7
Importer: FRANCIS ENERGY, LLC
Trailer No:
Broker Ref. No: 5669875
Cust. Ref. No:
Port of Entry: 5301

ZIMU VLC10135329
IFSN 1259428 00000002PKG
[12/05/22 15:57] 94: BILL DEPARTED
[12/05/22 15:57] 98: RELEASED, Release Date Update: 12/05/22 - Selectivity Processing Date

Received: Mon, 12/05/22 4:11 PM EST

*All Times are Eastern Standard Time

<u>Master Bill</u>	<u>House Bill</u>	<u>1C</u>
ZIMU VLC10135329	IFSN 1259428	1C Entered



ENTRY SUMMARY

1. Filer Code/Entry Number CWL-5669875-7		2. Entry Type 01 ABI/A		3. Summary Date 12/16/22 GEZ		4. Surety Number 036		5. Bond Type 8		6. Port Code 5301		7. Entry Date 12/05/22			
8. Importing Carrier CSL MANHATTAN				9. Mode of Transport 10				10. Country of Origin IT				11. Import Date 12/06/22			
12. B/L or AWB Number ZIMU VLC10135329, 1259428				13. Manufacturer ID ESPOWELE4VAL				14. Exporting Country ES				15. Export Date 11/07/22			
16. I.T. Number			17. I.T. Date			18. Missing Docs			19. Foreign Port of Lading 47094			20. U.S. Port of Unlading 5301			
21. Location of Goods/G.O. Number S903 Voyage: 19W				22. Consignee Number 47-537012800				23. Importer Number 47-537012800				24. Reference Number			
25. Ultimate Consignee Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 Destination: OK City: TULSA State: OK Zip: 74103								26. Importer of Record Name (Last, First, M.I.) and Address FRANCIS ENERGY, LLC Street: 15 E 5TH STREET SUITE 821 City: TULSA State: OK Zip: 74103							
27. Line No.	28. Description of Merchandise						32. A. Entered Value B. CHGS C. Relationship		33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and IR Tax Dollars Cents				
	29. A. HTSUS No. B. AD/CVD No.		30. A. Gross Weight B. Manifest Qty.		31. Net Quantity in HTSUS Units										
001	STATIC CONVERTERS, OTHER 8504.40.9580 1,106 KG 2.00 NO 2 PKGS 499 - Merchandise Processing Fee 501 - Harbor Maintenance Fee						\$89,400 C \$600 N		FREE 0.3464% 0.1250%		\$0.00 \$309.68 \$111.75				
Totals for Invoice USA22-069						Invoice Value 89,400.00 USD		+/- MMV		Exchange 1.00000		Entered Value 89,400.00 USD			
Other Fee Summary (for Block 39) 499 - MPF \$309.68 501 - HMF \$111.75				35. Total Entered Value \$ 89,400 Total Other Fees \$ 421.43				CBP USE ONLY				TOTALS			
36. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.				A. LIQ CODE		B. Ascertained Duty		37. Duty		\$0.00					
				REASON CODE		C. Ascertained Tax		38. Tax							
						D. Ascertained Other		39. Other		\$421.43					
						D. Ascertained Total		40. Total		\$421.43					
41. Declarant Name (Last, First, M.I.) Title Crane Worldwide Logistics, LLC				Signature <i>Cindy Garzer</i>				Date 10/28/22							
42. Broker/Filer Information Name (Last, First, M.I.) and Phone Number Crane Worldwide Logistics LLC 1500 Rankin Road Houston, TX 77073 281-869-5179				43. Broker/Importer File Number 5669875											



810 S Cincinnati Ave
 Second Floor
 Tulsa, Oklahoma 74119
 918.877.6000

Francis Energy, LLC
 15 East 5th Street
 STE 821
 Tulsa, OK 74103

December 5, 2022
 Invoice No: 000006957
 Due Date: January 4, 2023
 Client PO # 102122003

Invoice Total \$2,985.00

Project P09829.0100 FE22 - Hobbs, NM 0256
Professional Services from November 1, 2022 thru November 30, 2022

Billing Phase	Budget Amount	Percent Complete	Amount to Date	Previous Fee Billing	Current Fee Billing
Construction Documents	2,985.00	100.00	2,985.00	0.00	2,985.00
Total Fee	2,985.00		2,985.00	0.00	2,985.00
		Total Fee			2,985.00
Total this Invoice					<u><u>\$2,985.00</u></u>

Please remit payment to:
 Cynergy
 Dept 810
 P.O. Box 701683
 Tulsa, OK 74170

Cyntergy OEV-00256 PO #102122003

Final Audit Report

2022-10-21

Created:	2022-10-21
By:	Seth Christ (schrist@francisenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0h9G3C81ZWsxY2W9Jxhual1i73_iKeVO

"Cyntergy OEV-00256 PO #102122003" History

-  Document created by Seth Christ (schrist@francisenergy.com)
2022-10-21 - 8:58:26 PM GMT
-  Document emailed to dmandli@francisenergy.com for signature
2022-10-21 - 8:58:39 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-10-21 - 9:01:34 PM GMT
-  Signer dmandli@francisenergy.com entered name at signing as Daniel Mandli
2022-10-21 - 9:02:27 PM GMT
-  Document e-signed by Daniel Mandli (dmandli@francisenergy.com)
Signature Date: 2022-10-21 - 9:02:29 PM GMT - Time Source: server
-  Agreement completed.
2022-10-21 - 9:02:29 PM GMT

SERVICE ORDER – HOBBS, NM

PROJECT | Allsup's Store #2146 EV Charging Station (OEV-00256)
TO | Seth Christ
Senior Vice President of Operations
Francis Energy
FROM | Kennedy Lockhart
DATE | 10/19/2022

Seth,

Thank you for the opportunity to continue our partnership with Francis Energy in designing a new electric vehicle charging station in Hobbs, NM. This Fee Proposal is based on information obtained from the various discussions, email and phone correspondence, approved preliminary site layout, and the information contained herein. We look forward to working with you on this project.

PROJECT GENERAL DESCRIPTION

The scope of work for engineering design services consists of new charging stations located at 5312 N Lovington HWY, Hobbs, NM 88240.

SCOPE OF WORK

1. DESIGN SERVICES

- 1.1. Cyntergy will produce construction documents including civil and electrical disciplines.
- 1.2. Design Team will coordinate internally and with consultants hired by the Owner.

2. EXCLUSIONS

- 2.1. Service Order excludes services not listed in this service order.
- 2.2. Service Order excludes low-voltage design (e.g., phone, data, security, CATV, etc.). Low-voltage outlet locations and raceway requirements, as coordinated with Francis Energy, may be included on the electrical drawings.
- 2.3. Service Order excludes cost reduction services if the lowest bona fide bid exceeds the Owner's budget.
- 2.4. Service Order excludes submittal review and substitution request review.
- 2.5. Service Order excludes development of site lighting and light trespass evaluations.
- 2.6. Service Order excludes preparation of bill of materials and construction cost estimates.
- 2.7. Service Order excludes design and document preparation for "green" building third-party certification (e.g., LEED, Green Globes, etc.).
- 2.8. Service Order excludes permitting, variances, subdivision plating, bidding, construction administration, and shop drawing services.
- 2.9. Service Order excludes environmental reports, geotechnical reports, and ALTA and topographic survey.
- 2.10. Service Order excludes engineering and design for Medium Voltage power infrastructure prior to Medium Voltage Switchgear connection.

3. OWNER'S RESPONSIBILITIES

- 3.1. Provide completed site survey including easement locations (CAD and PDF Formats).
- 3.2. Provide approved preliminary site layout.
- 3.3. Provide local permitting information and requirements.
- 3.4. Provide contacts for local utility services.
- 3.5. Obtain all permits and required approvals.

4. DELIVERABLES

- 4.1. Provide Civil and Electrical construction documents and technical specifications to include the following:
 - 4.1.1. Coversheet
 - 4.1.2. General Notes
 - 4.1.3. Details
 - 4.1.4. Site Plan
 - 4.1.5. Grading Plan
 - 4.1.6. Electrical Sheet Specifications
 - 4.1.7. Electrical Site Plan
 - 4.1.8. One-line Diagram(s)
 - 4.1.9. Grounding Details

5. COMPENSATION

- 5.1. Design Services \$2,985

Please contact us regarding any discrepancies or questions regarding this proposal. We sincerely appreciate the opportunity to work with Francis Energy on this project.



Signature

CYNERGY

Kennedy Lockhart | Project Manager



Signature

FRANCIS ENERGY

Seth Christ | Senior Vice President of Operations

This Service Order, together with the Master Service Agreement between Owner and Architect, form the Service Agreement for this project. Your signature indicates approval to proceed.



Design Ready Controls Inc

9325 Winnetka Ave N
Brooklyn Park, MN 55445 USA

Phone: 763-565-3000
Fax: 763-315-2800
Fed ID: 41-1649617
Currency: USD
Country of Origin: USA

Invoice No. 457406

Page 1 of 1

Account address: **Francis Energy**
15 E 5th St, Ste 821
Tulsa, OK 74103

Ship Via: FedEx Ground
Fob desc: DRC

Shipping address: *
Francis Energy
1660 N Mingo RD, STE A
Tulsa OK, 74116

457406

REF1: B-FRANCIS ENERGY 600A

REF2: B-600A

Invoice Date	Due Date	Terms	Salesperson	Tracking Number
12/22/2022	1/21/2023	N30		392545010580

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DRC 057956 Assy, FRANEN, Panel - 600A	B	EA	5,305.43000	\$5,305.43
RMA		Shipment 454424 Our Order 456747			Your Order 072822001	

Please Remit Payment To:
Design Ready Controls Inc.
PO Box 583733
Minneapolis, MN 55458

Invoice Sub-total	\$5,305.43
Freight	\$51.62
Tax	\$424.43
Invoice Total	\$5,781.48

Purchase Order

BILL TO:

Francis Energy, LLC
15 E 5TH ST, STE 821
Tulsa, OK 74103
O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 072822001 V2
DATE 8/15/22
PROJECT ID N/A
REF. QUOTE NO. 18765

TO:

Design Ready Controls
3800 Harmon Ave
Oklahoma City, OK 73179
Jake Kranz
651-214-1522
Jake.Kranz@designreadycontrols.com

SHIP TO:

Francis Energy, LLC
1660 N Mingo Rd, Unit A
Tulsa, OK 74116
Jordan Howard
918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
STOCK - 600A Switchgear	DDP - Ships Witin 6-8 Weeks	NET 30 FROM DATE OF SHIPMENT		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
B-Francis 600A Panel	N/A	100	\$5,305.43	\$530,543.00

PANEL DETAILS

• Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R)		1		
• 600A Main breaker	5665.43 each	1		
• 250A breakers		2		
• 100A breakers		1		
• 30A breaker for surge protector		1		
• Surge protector		1		
• Rotary handle		1		
• Panel Assemblies, Labor, and All Commodities		1		

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$530,543.00
Tax	TBD
Shipping	\$0.00
Total	\$530,543.00

- Inv 450981 - 5327.43
- Inv 451031 - 5665.43
- Inv 451095 - 5665.43
- Inv 451535 - 5665.43
- Inv 451094 - 5665.43
- Inv 454990 - 5305.30
- Inv 454866 - 5305.30
- Inv 454865 - 5665.43
- Inv 454856 - 5665.43
- Inv 454864 - 5665.43
- Inv 484863 - 5665.43
- Inv 454862 - 5665.43
- Inv 454861 - 5665.43
- Inv 454860 - 5665.43
- Inv 454859 - 5665.43
- Inv 454858 - 5665.43
- Inv 454857 - 5665.43
- Inv 456911 - 5305.30
- Inv 456910 - 5305.30
- Inv 457406 - 5305.43
- Inv 457405 - 5305.43
- Inv 457404 - 5305.43
- Inv 457403 - 5305.43
- Inv 457402 - 5305.43
- Inv 457293 - 5305.43
- Inv 457259 - 5305.43
- Inv 457530 - 5305.43

Switchgear Orders (9.23.22)						Modifications					Totals	
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Safe Shrouds	Per Panel Increase	Total Increase	Original PO Total	New PO Total
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$ 72.00	\$ 360.00	\$ 36,000.00	\$530,543.00	\$566,543.00

Jennifer Clagg

From: Jordan Howard
Sent: Tuesday, October 4, 2022 1:00 PM
To: Jennifer Clagg
Cc: Dan Mandli
Subject: Re: Increases to POs

Jennifer,

Just wanted to resend this for reference to your Design Ready Controls invoice inquiries. (see below)

We had some modifications to our electrical panels on order from Design Ready Controls. This resulted in an increase to the POs listed below.

	Modifications
PO #	Total Increase
72822001	\$ 36,000.00
80222001	\$ 69.00
80222002	\$ 69.00
80922001	\$ 152.00
80922002	\$ 222.00
90722002	\$ 22.00
91522001	\$ 212.00

The only significant change is to PO# 72822001, and it has been approved by Dan. A more detailed breakdown is below.

Switchgear Orders (9.23.22)						Modifications		
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Safe
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$

- **Switch to ecorrcrate packaging** - One package per panel and can stack 6 high. This makes it easier for us to store and ship. \$266/ea.
- **Add mounting feet** - Need these to mount panel to racking. \$22/ea.
- **Add finger safe shrouds** - Protective guard around wire terminals. \$72/ea.

Thanks,
Jordan



Jordan Howard
 General Manager of Operations

M: (918) 236-1826
 C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

From: Jordan Howard <jhoward@francisenergy.com>
Sent: Thursday, September 29, 2022 2:32 PM
To: Francis Accounting <accounting@francisenergy.com>; Jennifer Clagg <jclagg@francisenergy.com>
Subject: Increases to POs

Accounting,

We had some modifications to our electrical panels on order from Design Ready Controls. This resulted in an increase to the POs listed below.

	Modifications	
PO #	Total Increase	
72822001	\$	36,000.00
80222001	\$	69.00
80222002	\$	69.00
80922001	\$	152.00
80922002	\$	222.00
90722002	\$	22.00
91522001	\$	212.00

The only significant change is to PO# 72822001, and it has been approved by Dan. A more detailed breakdown is below.

Switchgear Orders (9.23.22)						Modifications		
Project	Status	600A	ETA	PO #	Layout	Packaging	Mounting Feet	Finger Sa
STOCK	On Order	100	10/21/22	72822001	(2) 150kW; (1) 60kW	\$ 266.00	\$ 22.00	\$

- **Switch to ecorrcrate packaging** - One package per panel and can stack 6 high. This makes it easier for us to store and ship. \$266/ea.
- **Add mounting feet** - Need these to mount panel to racking. \$22/ea.
- **Add finger safe shrouds** - Protective guard around wire terminals. \$72/ea.

Thanks,
 Jordan



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

- [Fast Charging EV - Francis Energy EV Stations](#)

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 072822001
DATE 7/28/22
PROJECT ID N/A
REF. QUOTE NO. 18765

TO:

Design Ready Controls
 3800 Harmon Ave
 Oklahoma City, OK 73179
 Jake Kranz
 651-214-1522
Jake.Kranz@designreadycontrols.com

SHIP TO:

Francis Energy, LLC
 1660 N Mingo Rd, Unit A
 Tulsa, OK 74116
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS		
STOCK - 600A Switchgear	DDP - Ships Witin 6-8 Weeks	NET 30 FROM DATE OF SHIPMENT		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Crate for 600A/800A Panel - Shipping crate for 600A/800A panel (one per job) - (55"H x 50"W x 28"D)	N/A	100	\$154.85	\$15,485.00
B-Francis 600A Panel	N/A	100	\$5,305.43	\$530,543.00

PANEL DETAILS

• Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R)		1		
• 600A Main breaker		1		
• 250A breakers		2		
• 100A breakers		1		
• 30A breaker for surge protector		1		
• Surge protector		1		
• Rotary handle		1		
• Panel Assemblies, Labor, and All Commodities		1		

Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.

Sub Total	\$546,028.00
Tax	TBD
Shipping	\$0.00
Total	\$546,028.00

Seth Christ

Seth Christ - Senior VP of Operations

Dan Mandli

Daniel J. Mandli (Aug 10, 2022 15:12 CDT)

Dan Mandli - Chief Operations Officer

Sarah Keith

Sarah Keith - Corporate Controller

David Jankowsky - Founder & President

18765

7/27/2022

Francis Energy
Nathan Moore
Electrical Engineer
15 E 5th St, Tulsa, OK 74103

NMoore@francisenergy.com

Thank you for the opportunity to provide the following proposal.
This offer pertains to the requirements that you relayed to us via our communications on 7/12/2022.

FRANCIS ENERGY – 600/800/1200

Item	QTY	Description	Lead Time	Price	Ext. Price
C	100	Crate for 600A/800A panel	4 Weeks	\$154.85	\$15,485.00
To Include: <ul style="list-style-type: none"> Shipping crate for 600A/800A panel (<u>one per job</u>) - (55"H x 50"W x 28"D) 					
C-1	1	Non-Recurring Engineering and Setup		\$0.00	\$0.00

Item	QTY	Description	Lead Time	Price	Ext. Price
D	100	B-Francis 600A	6-8 Weeks	\$5,305.43	\$530,543.00
To Include: <ul style="list-style-type: none"> Pricing is based on an order of QTY 100 Wall mount enclosure with 3mm double-bit lock: 48" H x 32" W x 12" D (35kA Type 3R) 600A Main breaker 2-250A breakers 1-100A breakers 1-30A breaker for surge protector 1- surge protector Rotary handle Panel Assemblies, Labor, and All Commodities Packaging not included 					
D-1	1	Non-Recurring Engineering and Setup		\$0.00	\$0.00

Notes:

- Lead time(s) include system design, documentation, fabrication, test and shipment. Actual lead time will be confirmed following receipt of an order.
- The proposed equipment is offered net to Francis Energy, FOB Design Ready Controls, Oklahoma City, OK freight collect. Applicable taxes are not included unless otherwise stated above.

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3. Panels shall be marked with a UL508A enclosed control panel marking.
4. This proposal will remain valid for 30 days from today's date.
5. All components supplied based on specified Francis Energy company part numbers. Unspecified components will be supplied based on Design Ready Controls, selection standards to meet the referenced specifications. If identified, alternate manufacturer(s) may be available upon request, but component substitution is at Design Ready Controls' discretion unless specifically agreed upon prior to order receipt.
6. Workmanship will comply with Design Ready Controls engineering, manufacturing and testing processes and procedures unless requirements are identified and agreed upon prior to order acceptance.
7. Design Ready Controls reserves the right to change this fixed price offer upon review and approval of final customer drawings, schematics and bills of material prior to order acceptance.
8. All fasteners will be English Standard unless specifically identified on customer drawings.
9. Equipment installation and commissioning are provided by others.
10. Machine process and field devices, knockouts, interconnecting wiring and cables are not included in pricing, but can be supplied as an option.
11. Software development and programming are not offered in this proposal.
12. Customer supplied parts shall be delivered 2 weeks prior to scheduled ship date, when applicable.
13. Factory Acceptance Testing includes wiring point to point continuity check and initial power-up verification of voltages per Francis Energy drawings.
14. Equipment is designed for indoor environmental temperature conditions of 40°F to 104°F and 5-95% non-condensing humidity.
15. Pricing for each Item is based on Design Ready Controls engineering design use of Francis Energy native electronic CAD assembly, bill of material, and wiring drawing files.

Design Ready Controls, Inc. appreciates this opportunity to quote your control system needs. If you have any questions or require any additional information concerning this proposal, please do not hesitate to contact us at (763) 565-3000.

Sincerely,

Yuxi Liu

Electrical Engineering
Supervisor
yuxi.liu@designreadycontrols.com

Jake Kranz

Senior Account Manager
jake.kranz@designreadycontrols.com

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**THIS ORDER ACKNOWLEDGEMENT IS SUBJECT TO THE TERMS,
CONDITIONS AND PROVISIONS AS SET FORTH:**

TERMS AND CONDITIONS

These terms and conditions control over any terms presented by Buyer/Purchaser, through a Request for Quote ("RFQ"), Purchase Order ("PO") or otherwise.

1. Design Ready Controls, Inc. ("DRC", "Seller") is a contract manufacturer.

2. This conditional acknowledgment of purchase order, sent either by U.S. mail, facsimile, electronic communication including e-mail or otherwise, is conditioned upon these Terms and Conditions, which shall supersede and replace any prior agreement, written or verbal. Purchaser, by continuing its PO has accepted the conditional acknowledgment of PO and these Terms and Conditions. Purchaser must cancel any PO within 24 hours of this conditional acknowledgment if it objects to the conditional acknowledgment and these Terms and Conditions. Any attempts by Purchaser to void the conditions of this acknowledgment or limit or change or void the below Terms and Conditions in any way shall be of no effect. Notwithstanding any terms or conditions which may appear on the Buyer's order, Seller's products are offered for sale only, on the conditions and terms contained herein. Acceptance of Buyer's order is made only on the expressed understanding and condition that insofar as the terms and conditions of this acknowledgment, conflict with any terms and conditions of Buyer's PO, the terms and conditions of this document shall govern irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication or acceptance and payment of goods hereunder. Seller's failure to object to provisions contained in any communications from Buyer shall not be deemed a waiver of the provisions of this document.

3. Applicable incoming and outgoing shipping charges, taxes, and handling are not included unless specifically indicated in the purchase order. Payment terms are: 0.5% discount, NET 10 days from date of shipment or optional NET 30 days from date of shipment without discount. DRC reserves the right to invoice on finished goods if customer holds delivery beyond scheduled shipping date. DRC reserves the right to invoice on partial shipments. DRC will impose a late charge equal to 1.5% of the amount of the payment per month if not paid within 30 days after receipt of the invoice. All expenses of collection shall be paid by Buyer, including costs and reasonable attorney's fees.

4. In addition to the prices stated herein, Buyer shall reimburse DRC for any excise, sales or use taxes incident to this transaction for which DRC may be liable or which we are compelled to collect.

5. Prices may be adjusted to reflect change in commodities and manufacturing cost. Quotes are valid for 30 days.

6. Unless specifically stated to the contrary, quotations are made and orders are accepted, through electronic communication including e-mail or otherwise, for delivery as fast as manufacturing production will permit, and a commercially reasonable effort will be made to fill orders within the time promised, but DRC does not assume responsibility for any damages due to delays.

7. In ordering, the Buyer should state explicitly the method of shipment preferred and, in the absence of shipping directions, DRC will use discretion. Buyer accepts responsibility when Seller delivers products to Buyer's or Seller's discretionary carrier. DRC is not responsible for either incoming or outgoing freight. Freight charges will be the responsibility of the Buyer.

8. Any changes to the orders must be submitted to DRC in writing prior to acceptance of the purchase order in order to avoid a charge. Changes made after DRC's order acknowledgement of the purchase order are subject to change order fees. All costs for the changes, including but not limited to additional engineering and unused materials will be reflected in the price or may be billed separately to the Buyer.

9. If any orders are canceled by Buyer after work has begun, Buyer shall assume immediate liability and make payment to DRC for (a) all completed work at the unit price, and (b) all work in process on the basis of the percentage of completion thereof times the order unit price, or all raw material, engineering and other cancellation charges incurred plus handling, overhead, profit, and (c) Restocking fees.

10. DRC reserves the right to use discretion and its knowledge of industrial control systems to make minor assumptions regarding the interpretation of the customer's specifications. DRC does not accept liability for costs incurred on items the customer deems unacceptable alternates. In such cases, DRC reserves the right to modify its quote to reflect any changes. If these modifications occur after acceptance of the purchase order they will be handled as change orders.

11. When it becomes necessary that completed or partially completed items be stored, any and all extra costs for handling and storage will be charged to Buyer on a separate invoice. Any handling or storage invoice must be paid prior to shipment of any equipment. Under no conditions will any items be stored at DRC's facility beyond 30 days after completion. In the event that space limitations make storage of any item on DRC's premises inconvenient, Buyer shall make arrangements for pickup of shipment within 5 days after notification of completion.

For inventory where Buyer's percent of overall consumption is greater than fifty percent (50%) of the sum of DRC's total demand of said inventory, the liability of that resulting inventory will be assigned to Buyer. If purchased raw materials have little or no movement for ninety (90) days, DRC will prepare a quotation for the liable material, request a corresponding Purchase Order from Buyer, and prepare shipment. Buyer shall issue corresponding Purchase Order within three (3) days of receiving quotation. DRC to ship and invoice all material within two (2) days of receipt of Purchase Order or within five (5) days of providing quote of liable material.

12. DRC may upon request provide submittals on major system components at no charge to the purchaser for approval. Additional copies will be charged at a cost of \$.25 per page. Submittals will include system drawings as well as component information.

13. Confidential Information: All submittals, quotes, acknowledgments, trade secrets, intellectual property, ideas, systems, methods, and information furnished by DRC, whether or not designated as confidential or proprietary, shall remain the property of DRC, shall be maintained confidential and may not be used, reproduced or revealed to any third party, except as authorized by DRC, and only then for the purpose for which they are furnished, and on a confidential basis. Purchaser shall indemnify DRC for any claims for Purchaser, Customer, or any third parties misuse of furnished information.

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14. DRC shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed due to Force Majeure: "Force Majeure" is defined as an act of God, war, hostilities, revolution, civil commotion, riot, epidemic, wind, flood, strike, fire, any law order, proclamation, regulation, or ordinance of any government or subdivision thereof, delay in delivery of materials, or any other cause, whether similar or different to those enumerated beyond the reasonable control of the party affected. However, the duty of the Purchaser to pay for goods already received is never suspended.

15. DRC MAKES NO WARRANTY OF MERCHANTABILITY OR fitness FOR A PARTICULAR PURPOSE WITH RESPECT TO GOODS SOLD UNDER THIS AGREEMENT. THERE ARE NO ORAL OR WRITTEN, EXPRESS OR IMPLIED OR OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. DRC MAKES NO WARRANTY FOR DESIGN, APPLICATION OF DESIGN, SAFETY CHANGES, OR SPECIFICATIONS PROVIDED BY PURCHASER, AND SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES FOR DESIGN, APPLICATION OF DESIGN, SAFETY CHANGES, OR SPECIFICATIONS PROVIDED BY PURCHASER. DRC warrants the products of its own manufacture shall be free from defects in materials and workmanship for one year from the date of shipment or from the date the equipment is tagged if such goods have been properly installed, are subject to normal use, and have not been modified in any way whatsoever. DRC's warranty on workmanship is LIMITED to the date of Buyer's factory testing and in no case after said factory testing, and in no case after one year from the date of shipment or from the date the equipment is tagged if such goods have been properly installed, are subject to normal use, and have not been modified in any way whatsoever. Upon return of the defective product to DRC, DRC will, at its sole discretion, and as the exclusive remedy for a breach of warranty, either repair or replace such goods as may be of defective material or workmanship. This limited warranty extends only to products manufactured by DRC. The warranty shall not apply to any materials or parts thereof, furnished by Buyer, or acquired from others at Buyer's request and/or to Buyers specifications or designs or improper installation, misuse or neglect by Buyer or Customer. Subcomponents: DRC maintains no warranty beyond what the third-party supplier provides as part of their manufacture of product. DRC shall cooperate with buyer to make claims directly under manufacturer's warranty. Buyer's remedy is exclusively under the Manufacturer's warranty, and buyer shall indemnify DRC for all damages, and fines under US, EU or global regulation. DRC reserves the right to first remedy any problems that would not be covered under the standard warranty. DRC shall not be responsible for any in and out costs, including but not limited to Return Material Authorization (RMA) shipments back to DRC or back to root supplier regardless of any warranty claims herein. DRC will not be responsible for any charges incurred by the customer for any reason unless it is pre-approved in writing by an officer of DRC. In the event of a breach or repudiation of this Agreement by DRC, Buyer shall not be entitled to any damages, including, but not limited to, any delay, consequential or incidental damages as defined in Section 2-715 of the Uniform Commercial Code as adopted in the State of Minnesota.

DRC (STOCK - 600A Switchgear) PO #072822001

Final Audit Report

2022-08-10

Created:	2022-08-10
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAORDXIUicj2vH_MhESrXh2Kq9afI4PTrl

"DRC (STOCK - 600A Switchgear) PO #072822001" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-08-10 - 7:20:39 PM GMT- IP address: 12.94.86.210
-  Document emailed to Seth Christ (schrist@francisenergy.com) for signature
2022-08-10 - 7:21:33 PM GMT
-  Email viewed by Seth Christ (schrist@francisenergy.com)
2022-08-10 - 7:41:29 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Seth Christ (schrist@francisenergy.com)
Signature Date: 2022-08-10 - 7:41:38 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-08-10 - 7:41:40 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-08-10 - 8:10:22 PM GMT- IP address: 172.226.186.6
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-08-10 - 8:12:33 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-08-10 - 8:12:35 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Document emailed to Sarah Keith (skeith@francisenergy.com) for signature
2022-08-10 - 8:12:37 PM GMT
-  Email viewed by Sarah Keith (skeith@francisenergy.com)
2022-08-10 - 8:13:05 PM GMT- IP address: 72.206.46.245

 Document e-signed by Sarah Keith (skeith@francisenergy.com)

Signature Date: 2022-08-10 - 8:22:37 PM GMT - Time Source: server- IP address: 72.206.46.245

 Agreement completed.

2022-08-10 - 8:22:37 PM GMT

Francis Energy Construction

Invoice

Invoice for
Services Performed

Invoice # OEV00256 FEC-IC
Date 11/13/2023

Project
OEV-00256 Allsup's Hobbs

Service	Description	Qty	Rate	Total price
Labor	Project Management	1	\$60,000.00	\$60,000.00
Labor	Mobilization	1	20,000.00	\$20,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes: Subtotal **\$80,000.00**
 These are standardized costs from Francis Energy Constuctions for time spent Adjustments
 on overseeing and approval of equipment and materials on project site.
Total \$80,000.00

FRE O&M

Invoice

Invoice for
Services Performed for Networking

Invoice # OEV00256 FRE-O&M
Date 11/13/2023

Project

OEV-00256 Allsup's Hobbs

Service	Description	Qty	Rate	Total price
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-150	60	\$64.00	\$3,840.00
Networking	DRIIVZ - 60 months (5 Years) Maintenance on NB-City 277V	60	\$42.00	\$2,520.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 months (5 Years) Maintenance on NB-150	60	\$10.00	\$600.00
Networking	EMNIFY - 60 month (5 Years) Maintenance on NB-City 277V	60	\$10.00	\$600.00
Call Center	A365 - 3rd party customer support for 3 years of operations	3	\$84.00	\$252.00
Call Center	Internal customer support - provided by FRE O&M	1	\$2,000.00	\$2,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Notes:

Subtotal \$14,252.00
Adjustments

Total \$14,252.00



INVOICE

Invoice Number: 47557
 Invoice Date: Nov 29, 2022
 Page: 1

Bill To:
FRANCIS ENERGY 1660 N. MINGO RD UNIT A TULSA, OK 74116

Remit To:
FREDERICK SOMMERS & WESTERN 10017 E. 46TH PL. TULSA, OK 74146 OFFICE: 918-587-2300 FAX: 918-587-0428

Customer ID	Customer PO	Payment Terms	
FRANCISENERGY	000012	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/29/22

Quantity	Item	Description	Unit Price	Amount
1.00		WO # 221123 (X18) 9" X 7.35" S.F. VINYL DECALS "FRANCIS ENERGY WE POWER WHAT MATTERS" AS ORDERED BY JORDAN HOWARD	1,170.00	1,170.00

Subtotal	1,170.00
Sales Tax	99.65
Total Invoice Amount	1,269.65
Payment/Credit Applied	
TOTAL DUE	1,269.65

We Appreciate Your Business!



Hilti Inc.
PO Box 21448
Tulsa, OK 74121-1148

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

Duns: 00-117-3525
Federal ID: 06-0732334

INVOICE 4620395896

FRANCIS CONSTRUCTION LLC
SUITE 821
15 E 5TH ST
TULSA OK 74103-4346

Invoice date:	11/18/2022
Invoice due date:	12/18/2022
Cust. P.O. number:	Verbal- Anthony Nichols
Customer account	23279127

Delivery Address: FRANCIS ENERGY LLC, Unit A, 1660 N MINGO RD, TULSA OK 74116-1538 ATTN: ANTHONY NICHOLS 918-849-9766

Hilti sales rep: AARON HICKEY, TUS0871304 **Order number:** 584541573 **Date:** 11/16/2022
Terms of payment: 30 days net **Location ID:** 29411729

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Tool Trade-in Incentive, can be redeemed during the future purchase of any tool, consumable or accessory (but cannot be used for service fees). Please reference this quotation # at time of purchase. Void after 90 days. Final total amount includes estimated sales tax, which is not included in the incentive. Reference order number 584406063.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
SHIPMENT NUMBER: 345995634						
2334274	INJECTABLE MORTAR HY 200-A V3 330/1/WH	12 EA	12 EA	51.54	618.48	A
3588413	TOOL TRADE-IN INCENTIVE \$75	2 EA	2 EA	51.54	-150.00	
					Items Total	468.48
					Freight	31.00
					Total net value	499.48
					Total Tax	39.90
					Total amount	USD 539.38

Taxes: State: OK 4.5 % \$ 21.09 County: 0.367 % \$ 1.72 City: 3.65 % \$ 17.09

* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception

Material returns after 90 days are subject to a \$ 125 restocking fee.
Chemicals returnable within 14 days by the case only.
Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.



Hilti Inc.
PO Box 21448
Tulsa, OK 74121-1148

Customer Service
800 879-800
www.hilti.com

Credit Dept
800 950-6196

Page 2 (2)

INVOICE 4620395896

Customer account	Invoice	Invoice date	Prepayment	Amount due (USD)	Payment enclosed
23279127	4620395896	11/18/2022		\$539.38	

Bill to: FRANCIS CONSTRUCTION LLC
SUITE 821
15 E 5TH ST
TULSA OK 74103-4346

Delivery Address: FRANCIS ENERGY LLC
UNIT A
1660 N MINGO RD
TULSA OK 74116-1538

Please make checks payable to Hilti and remit in USD.
A fee of \$ 25.00 is assessed for return checks.
Email Tax Certificates to us-tax-certificates@hilti.com

Remit to:

HILTI INC.
PO BOX 650756
DALLAS TX 75265-0756



0 23279127 4620395896 11182022 0000053938

Jennifer Clagg

From: Jordan Howard
Sent: Monday, November 28, 2022 9:04 AM
To: Jennifer Clagg
Subject: Re: Hilti Invoices 4620395896 & 4620395897

Approved. This is epoxy for setting chargers and bollards. Please spread the cost evenly across the projects listed below.

OEV-00241
OEV-00249
OEV-00250
OEV-00251
OEV-00252
OEV-00253
OEV-00254
OEV-00255
OEV-00256
OEV-00257
OEV-00258
OEV-00259
OEV-00260
OEV-00261
OEV-00262
OEV-00263
OEV-00264



Jordan Howard
General Manager of Operations

M: (918) 236-1826
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, November 28, 2022 7:55 AM
To: Jordan Howard <jhoward@francisenergy.com>
Subject: Hilti Invoices 4620395896 & 4620395897

Need approved
And what are these for?



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

Sheet1

Line Number	Account Code	Account Description	Activity Date	Amount	Cost Center	Cost Center Description	Vendor
1	1500-15000	CIP: MATERIALS	11/18/2022	24.90	OEV-00255	Allsups Artesia Store (102223) NM	Hilti
2	1500-15000	CIP: MATERIALS	11/18/2022	57.17	OEV-00256	Allsups Store - Hobbs (2146) NM	Hilti
3	1500-15000	CIP: MATERIALS	11/18/2022	57.17	OEV-00257	Allsups Carlsbad Store (102190) NM	Hilti
4	1500-15000	CIP: MATERIALS	11/18/2022	57.17	OEV-00258	Allsups Tucamari Store (102058) NM	Hilti
5	1500-15000	CIP: MATERIALS	11/18/2022	57.17	OEV-00259	Allsups Alamogordo Store (2338) NM	Hilti
6	1500-15000	CIP: MATERIALS	11/18/2022	57.16	F.00260	EZ Go #75 - Belle Plaine KS	Hilti
7	1500-15000	CIP: MATERIALS	11/18/2022	57.16	F.00261	EZ Go #73 Matfield Green KS	Hilti
8	1500-15000	CIP: MATERIALS	11/18/2022	57.16	F.00262	Harps Food #119 Springdale AR	Hilti
9	1500-15000	CIP: MATERIALS	11/22/2022	57.16	F.00263	Sugar Crossing Convenience Store OH	Hilti
10	1500-15000	CIP: MATERIALS	11/22/2022	57.16	F.00264	Hampton Inn, Canton, OH	Hilti
				\$ 539.38	Invoice 4620395896		

Receipt

Hitch N' Post
5265 West Rogers Blvd. Ste. A
Skiatook, Ok 74070
918-396-9480 Fax: 918-396-9490
Hitchnpost-ok.com

Shipment-----

FedEx Priority Overnight

Ship To:

CJ Tramell- Guest

Hamoton Inn

1295 HAMILTON RD

Guest

ALAMOGORDO, NM 88310-7823

Package ID: 93596 431.60

Tracking #: 784219199666

Expected arrival: Tue 09/26 04:30 PM

Box 20x16x14 5.75 TX

SUBTOTAL 437.35

TAX

State Tax on 5.75 0.26

County Tax on 5.75 0.07

City Tax on 5.75 0.20

TOTAL 437.88

TEND American Expres 437.88

Total shipments: 1

Jeremy Howard

09/25/2023

#56907

03:43 PM

Workstation: 0 -

CCTran#

Signature _____

I agree all addresses above are correct
and I agree to terms and conditions
of this store,
shipsurance and the carrier(s).

**All clothing sales are final- no refunds or exchanges

Thank you for your business!

You can now upload your files to be printed and track your p
on our website: Hitchnpost-ok.com





HP ENGINEERING

Remittance Address:
PO Box 3488 Department 05-200
Tupelo, MS 38803-3488
479-899-6370

Francis Energy

Invoice number 206298
Date 03/03/2023

Project **230065T Allsup's Hobbs Store 2036 OEV
-00256 PO#000075**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Bill
Construction Documents	4,500.00	100.00	4,500.00	0.00	4,500.00
Total	4,500.00	100.00	4,500.00	0.00	4,500.00

Invoice total 4,500.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
206298	03/03/2023	4,500.00	4,500.00				
	Total	4,500.00	4,500.00	0.00	0.00	0.00	0.00

Jennifer Clagg

From: Jordan Howard
Sent: Monday, March 6, 2023 4:14 PM
To: Jennifer Clagg; Jeremy Howard
Subject: Re: HP ENgineering Inv 206298

Jennifer,

Yes, received the plans last Friday. I just updated WEnergy.

-Jordan



Jordan Howard
General Manager of Operations
C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103
• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, March 6, 2023 3:44 PM
To: Jordan Howard <jhoward@francisenergy.com>; Jeremy Howard <jjhoward@francisenergy.com>
Subject: HP ENgineering Inv 206298

Have these been received?



Jennifer Clagg
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821
Tulsa, OK 74103

www.francisenergy.com



PATTISON METAL FAB, INC.

701 North 15th Street
Broken Arrow, OK 74012
United States
Phone: 918-251-9967
Fax: 918-251-1439

Invoice

Sold Francis Energy
To: 15 East 5th Street, Suite 821
Tulsa, OK 74103
United States

Ship Francis Energy
To: 1660 N. Mingo Rd.
Tulsa, OK 74116
United States

Invoice Number: 45740	Salesman: Pattison Metal Fab
Invoice Date: 08/28/2023	Terms: Net 30 Days
Customer: FRANCIS	Packing List: 45740
Order No: 58387	PO Number: 000267

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Revision</u>	<u>Unit Price</u>	<u>Amount</u>
1	30	PIPE BOLLARD - 4" SCH 40 PIPE A500 GR B 6'00" LONG		\$121.75000 / EA	\$3,652.50
					Sub-total: \$3,652.50
					Sales Tax: \$311.08
					Shipped Via Pickup: \$0.00
					Invoice Total: \$3,963.58
					Paid To Date: \$0.00
					Balance Due: \$3,963.58

Vendor * 000369 Pattison Metal Fab, Inc

Invoice Number * 45740

Purchase Orders 000267

Invoice Type * AP TRADE

Invoice Date * 08/28/2023

Activity Date * 08/28/2023

Invoice Total * 3,652.50

GL Distribution Total 3,652.50

Variance 0.00

Received Date

Discount Due Date

Default to Discount Term

Discount Available

Discount Taken

Payment Type * Check

Default to Vendor

Payment Term * NET 30

Default to Vendor

Invoice Due * 09/27/2023

Default to Invoice Term

Remittance Comment

Single Pay



GL Distributions

Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center
6	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	487.00	4.000000000	EA - Each	OEV-00259
7	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	852.25	7.000000000	EA - Each	OEV-00258
8	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	852.25	7.000000000	EA - Each	OEV-00256
9	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	487.00	4.000000000	EA - Each	OEV-00254
10	1500-15000	CIP: MATERIALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	974.00	8.000000000	EA - Each	OEV-00251

Vendor * 000369 Pattison Metal Fab, Inc
Invoice Number * 45740-ST
Purchase Orders Number
Invoice Type * AP TRADE
Invoice Date * 08/28/2023
Activity Date * 08/28/2023
Invoice Total * 311.08
GL Distribution Total 311.08
Variance 0.00
Received Date
Discount Due Date **Default to Discount Term**
Discount Available
Discount Taken
Payment Type * Check **Default to Vendor**
Payment Term * NET 30 **Default to Vendor**
Invoice Due * 09/27/2023 **Default to Invoice Term**
Remittance Comment
Single Pay

GL Distributions											
Line Number	Account Code	Account Descrip...	Matched	Taxable	Ignore Taxes	Activity Date	Amount	Quantity	UOM	Cost Center	
1	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	41.48			OEV-00259	
2	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	72.59			OEV-00258	
3	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	72.59			OEV-00256	
4	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	41.48			OEV-00254	
5	1500-15000	CIP: MATERIALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	08/28/2023	82.94			OEV-00251	



Electric Mobility General Warranty

1. Products covered by this General Warranty.

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB180, Depot Dispenser.

2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **THREE (3) years** from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de TRES (3) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this general warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía general con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this general warranty is subject to the full achievement of the total amount of the supply contract.

El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía general está sujeta al cumplimiento total del montante total del contrato de suministro.

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosa, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.

The terms of this general warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

Los términos de esta garantía general podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.

This general warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

Esta garantía general no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.

3. Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,
incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.
no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.
- iii. careless or improper use of the products covered by this warranty.
uso descuidado o inadecuado de los productos cubiertos por esta garantía.
- iv. lack of preventive maintenance according to the Seller's O&M manual.
falta de mantenimiento preventivo según el manual de O&M del vendedor
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,
reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)
negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)
- vii. normal tear and wear of the Product.
desgarro y desgaste normal del Producto
- viii. labels or serial numbers of the device or components are modified, missing or illegible.
las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.
daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corroding products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle) etc. and in general faults which neither are attributable nor out of the Seller's reasonable control.
daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en general fallos que no son atribuibles ni están fuera del control razonable del Vendedor

This general warranty excludes:

Esta garantía general excluye:

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.
todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.
- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.
partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.
defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.
El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)
Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.

4. Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.

La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

El Vendedor no será responsable por daños a la propiedad o a terceros, incluso como fabricante de los Productos, que no sea el expresamente previsto en virtud de las disposiciones legales obligatorias aplicables. En cualquier caso, el Vendedor no será responsable por daños indirectos o consecuencias de cualquier naturaleza como, por ejemplo, pérdidas de producción o beneficios no generados

POWER ELECTRONICS, especially does not warrant that any Product will operate without interruption.

POWER ELECTRONICS, especialmente, no garantiza el funcionamiento ininterrumpido de ningún Producto.

In any event, the cumulative liability of the Product for all claims whatsoever related to the Product will not exceed the price the Buyer paid for the Product.

En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.

Lliria, 7th December, 2021



Luis Alcázar
Director Calidad Corporativo

Disclaimer:

In case of doubt or conflict about the present General Warranty the English version will prevail.

Ante cualquier duda o conflicto sobre el contenido de esta Garantía General prevalecerá lo dispuesto en la versión en inglés,



Electric Mobility
Extended
Warranty

1. Products covered by this Extended Warranty.

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB1180, Depot Dispenser.

2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **TWO (2)** years from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de DOS (2) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this extended warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía extensión con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this extended warranty is subject to the full achievement of the total amount of the supply contract.

El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía extendida está sujeta al cumplimiento total del montante total del contrato de suministro.

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosos, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.

The terms of this extended warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

Los términos de esta garantía extendida podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.

This extended warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

Esta garantía extendida no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.

3. Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,
incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.
no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.
- iii. careless or improper use of the products covered by this warranty.
uso descuidado o inadecuado de los productos cubiertos por esta garantía.
- iv. lack of preventive maintenance according to the Seller's O&M manual.
falta de mantenimiento preventivo según el manual de O&M del vendedor
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,
reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)
negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)
- vii. normal tear and wear of the Product.
desgarro y desgaste normal del Producto
- viii. labels or serial numbers of the device or components are modified, missing or illegible.
las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.
daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corrosing products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle) etc. and in extended faults which neither are attributable nor out of the Seller's reasonable control.
daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en extendida fallos que no son atribuibles ni están fuera del control razonable del Vendedor

This extended warranty excludes:

Esta garantía extendida excluye:

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.
todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.

- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.
partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.
defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.
El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)
Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.

4. Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.
La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

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En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.

Liria, 7th December, 2021



Luis Alcázar
Director Calidad Corporativo

Disclaimer:

In case of doubt or conflict about the present Extended Warranty the English version will prevail.

Ante cualquier duda o conflicto sobre el contenido de esta Garantía extendida prevalecerá lo dispuesto en la versión en inglés,

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain **HS Code:** 8504 40 9090

Invoice number: 802210851
Invoice date: 09/30/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Milestone #1: 15% Deposit. Purchase Order Nr: 71522002. Stock PO-013122002 project.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
10	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	4,672.50	18,690.00
		Billing plan percent: 15.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
20	NB150SU0000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	6,705.00	107,280.00
		Billing plan percent: 15.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
30	V904	NB COMMISSIONING	20.00 PC	127.50	2,550.00
		Billing plan percent: 15.00 % Our order: 334872.			

Invoice number: **802210851**
 Invoice date: **09/30/2022**

Pos	Reference	Description	Quantity	Price USD	Net amount USD
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Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002

Subtotal: 128.520,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
128,520.00	125,970.00	10,392.53	138,912.53
	State tax USD 6.25 %	7,873.13	
	County tax USD 2.00 %	2,519.40	

Terms of sale

Incoterms: CIF Houston port
 Payment: Wire Transfer
 Pay terms: Due within 30 days

Due by:

10/30/2022 138,912.53USD

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli (Jul 15, 2022 11:23 CDT)

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky
 David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibu@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU20050110101010000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable length [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions [ft]	2.20 x 3.12 x 6.23	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, EV
Origin of goods: Spain **HS Code:** 8504 40 9090

Invoice number: 802211258
Invoice date: 12/30/2022

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Milestone #2: 85% Upon delivery. Purchase Order Nr: 71522002. Stock PO-013122002 project.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	NB120SU00000019	NB 120 STANDALONE UL SPB CCS1 + CHADEMO	4.00 PC	26,477.50	105,910.00
		Billing plan percent: 85.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
2	NB150SU000000004	NB 150 STANDALONE UL 300A CCS1+CHA SPB	16.00 PC	37,995.00	607,920.00
		Billing plan percent: 85.00 % Our order: 334872. Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002			
3	V904	NB COMMISSIONING	20.00 PC	722.50	14,450.00
		Billing plan percent: 85.00 % Our order: 334872.			

Invoice number: **802211258**
 Invoice date: **12/30/2022**

Pos	Reference	Description	Quantity	Price USD	Net amount USD
-----	-----------	-------------	----------	-----------	----------------

Corresponding to your Purchase Order N°: 71522002 Stock PO-013122002

Subtotal: 728.280,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
728,280.00	713,830.00	58,890.98	787,170.98
	State tax USD 6.25 %	44,614.38	
	County tax USD 2.00 %	14,276.60	

Terms of sale

Incoterms: CIF Houston port
 Payment: Wire Transfer
 Pay terms: Due within 30 days

Due by:

01/29/2023 787,170.98USD

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
O: 918-236-1791 **F:** 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli (Jul 15, 2022 11:23 CDT)

Dan Mandli - Chief Operations Officer

Inv 802210851 - 128520.00

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibu@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU20050110101010000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions [ft]	2.20 x 3.12 x 6.23	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Invoice

Invoice information

Customer's code: 300579
Francis Energy, LLC
1924 E 6th St
74104, Tulsa, Oklahoma, US
VAT/EIN number:
Order reference: Francis, Stock PO-013122002, W. Ext

Invoice number: 802310892
Invoice date: 08/21/2023

Billing address

Francis Energy, LLC
1924 E 6th St,
74104 Tulsa Oklahoma
Tel: - USA

Comments

Warranty extension for Stock PO-013122002. Purchase Order Nr: 000258.

Pos	Reference	Description	Quantity	Price USD	Net amount USD
1	V902	Warranty Extension 4 NB120 - 4th year	4.00 PC	1,500.00	6,000.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
2	V902	Warranty Extension 4 NB120 - 5th year	4.00 PC	1,500.00	6,000.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
3	V902	Warranty Extension 16 NB150 - 4th year	16.00 PC	2,350.00	37,600.00
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
4	V902	Warranty Extension 16 NB150 - 5th year	16.00 PC	2,350.00	37,600.00

Invoice number: 802310892
Invoice date: 08/21/2023

Pos	Reference	Description	Quantity	Price USD	Net amount USD
		Billing plan percent: 100.00%			
		Our order: 424717.			
		Corresponding to your Purchase Order N°: PO 000258 Warranty Extension			
				Subtotal:	87.200,00

Gross amount USD	Tax base USD	Tax USD	Total Amount USD
87,200.00	87,200.00	0.00	87,200.00

Terms of sale

Incoterms 2020: DDP Tulsa, OK
Payment: Wire Transfer
Pay terms: Due within 30 days

Due by:

09/20/2023 87,200.00 USD



Francis Energy, LLC

SUPPLIER:

Power Electronics USA Inc
1510 N Hobson Street
Gilbert, AZ 85233
USA

SUPPLIER CONTACT:

Ashley Minervini
Phone:480-435-1872
Email:aminervini@power-electronics.com

SUPPLIER LEGAL NOTICE RECIPIENT:

PURCHASE ORDER			
PURCHASE ORDER NUMBER 000258	ROUTING CODE NXE99	REV 0	PAGE 1 of 2
THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING LISTS, BOL, CARTONS & CORRESPONDENCE RELATED TO THIS ORDER			
BUYER: Francis Energy, LLC			
SHIP TO: Francis Energy Tulsa Warehouse 1660 N Mingo Road Suite A Tulsa, OK 74116			
BILL TO: Francis Energy, LLC accounting@francisenergy.com 15 East 5th Street, Suite 821 Tulsa, OK 74103			
BUYER CONTACT: Jordan Howard Phone: 918-236-1826 Email: jhoward@francisenergy.com			
BUYER LEGAL NOTICE RECIPIENT: Same as Buyer Contact unless otherwise noted below			

SPECIAL INSTRUCTIONS					
Reference Quote No.: 133692 REV1; Dated 08/09/2023					
PO DATE Aug 9, 2023		REQUESTOR			
RISK OF LOSS AND TRANSPORTATION DDP Delivered Duty Paid TO INSURE PROMPT PAYMENT, PO NUMBER AND ROUTING CODE MUST BE ON INVOICES, PACKING SLIPS AND ALL OTHER APPLICABLE FORMS (i.e. MTRs, BOLs, etc.).					
LINE	ITEM NUMBER/PART NUMBER/DESCRIPTION	QUANTITY	UOM	UNIT PRICE	LINE TOTAL (USD)
1	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	2.00	Each	3,000.00	6,000.00
2	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230026 PROJECT NAME: OEV-00278: Milo's Bessemer	2.00	Each	3,000.00	6,000.00
3	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each PROJECT #: 230004 PROJECT NAME: OEV-00268: Allsup's Ft. Sumner Store 2258 DISTRIBUTION 2 FOR 2 Each PROJECT #: 230005 PROJECT NAME: OEV-00269: Sierra Grande Travel Center	4.00	Each	4,700.00	18,800.00
4	PE-EXTENDEDWARRANTY - Extended Warranty up to 5 years DISTRIBUTION 1 FOR 2 Each	12.00	Each	4,700.00	56,400.00
<small>Unless specified otherwise on this Purchase Order document, this Order shall be governed by the attached Terms and Conditions. The Terms and conditions included with Supplier's proposal, order, invoice, statement, rate schedule or any other document or communication, whether written or oral, shall NOT govern the relationship between Supplier and Buyer unless specifically stated otherwise on this Purchase Order document.</small>					TOTAL 87,200.00

TERMS AND CONDITIONS OF PURCHASE ORDER

PLACEHOLDER

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

Following to your query, please find attached in the following tables our budget for the warranty extension of the EV chargers according to offer 133692:

Warranty Extension

YEARS	DESCRIPTION	TOTAL PRICE
4 th year	Warranty Extension for 4 NB 120 Standalone for 4 th year	\$ 6,000.00
5 th year	Warranty Extension for 4 NB 120 Standalone for 5 th year	\$ 6,000.00
4 th year	Warranty Extension for 16 NB 150 Standalone for 4 th year	\$ 37,600.00
5 th year	Warranty Extension for 16 NB 150 Standalone for 5 th year	\$ 37,600.00
TOTAL		\$ 87,200.00

Customer: Francis
Project: Stock PO013122002
Elaborated by: Edwyn Villarreal

Offer: 133692
Checked by: Brandon DiBuo

CONDITIONS:

The Warranty extension must be agreed no later than 12 months since the delivery of the units. In case of the Warranty extension is agreed after 12 months since the delivery date, Power Electronics would perform a preliminary analysis of the status of the scope of supply (this preliminar analysis is not included in the current quotation).

The Warranty is linked with the condition of carrying out Maintenance. This maintenance can be performed by Power Electronics or an authorized third party. In order to be an authorized third party, a certification needs to be obtained from Power Electronics after receiving an especific training.

In the event that a warranty extension is required:

- If the maintenance has been performed by Power Electronics during the standard warranty period, the warranty extension can be purchased without any additional inspection.
- If the maintenance has been performed by the Buyer during the standard warranty period (3 years), Power Electronics will require to perform an inspection in the field to check the status of the charger. This inspection will be performed at the end of the standard warranty period. This inspection will be quoted separately and will allow an extension in the warranty period up to the 5th year. If any additional extension is required from the 5th year onwards, the inspection will be carried out yearly.

The maintenance is understood as the annual preventive maintenance tasks and the medium level corrective tasks. In the case that the maintenance is performed by the Buyer, the maintenance must be documented, and duly reported to Power Electronics. Otherwise, Power Electronics may opt to not honor the equipment warranty.

Power Electronics Maintenance includes:

- o Preventive maintenance according to the tasks indicated in the hardware and installation manuals. These tasks will be carried out at the charger location once a year.

Price indexation:

- o Option A: Advance payment of the service for the entire period of time: Price is not affected and remains as stated above during the period agreed.
- o Option B: Annual payment with a contractual commitment for a period of time: Price will only be affected by the yearly inflation (3% increase per year) during the period committed.
- o Option C: Annual payment without contractual commitment: PE reserves the right to revise the price according to the inflation and any additional overcost that may arise over time.

Comment and Exclusions

This pricing means always accepted in the condition that the Buyer and Power Electronics subscribe an operation and maintenance agreement in relation to the technical and economic that are collected here.

For continued warranty coverage, the charging stations must be installed according to the Power Electronics installation manuals and work within the operating ranges defined in the technical characteristics of each model. Continued work outside these ranges or work in adverse conditions can damage equipment and therefore be excluded from Warranty coverage.

The maintenance should be performed yearly from the installation and commissioning of the chargers. The maintenance date will be previously agreed between the Buyer and Power Electronics.

Power Electronics Warranty Extension prices

OFFER	133692	REVISION	1
Client	Francis		
Project	Stock PO013122002		
Location	USA		

Phoenix, August 9th, 2023

Dear customer,

Following to your query, please find attached in the following tables our budget for the warranty extension of the EV chargers according to offer 133692:

Warranty Extension

YEARS	DESCRIPTION	TOTAL PRICE
4 th year	Warranty Extension for 4 NB 120 Standalone for 4 th year	\$ 6,000.00
5 th year	Warranty Extension for 4 NB 120 Standalone for 5 th year	\$ 6,000.00
4 th year	Warranty Extension for 16 NB 150 Standalone for 4 th year	\$ 37,600.00
5 th year	Warranty Extension for 16 NB 150 Standalone for 5 th year	\$ 37,600.00
TOTAL		\$ 87,200.00

CONDITIONS:

The Warranty extension must be agreed no later than 12 months since the delivery of the units. In case of the Warranty extension is agreed after 12 months since the delivery date, Power Electronics would perform a preliminary analysis of the status of the scope of supply (this preliminar analysis is not included in the current quotation).

The Warranty is linked with the condition of carrying out Maintenance. This maintenance can be performed by Power Electronics or an authorized third party. In order to be an authorized third party, a certification needs to be obtained from Power Electronics after receiving an especific training.

In the event that a warranty extension is required:

- If the maintenance has been performed by Power Electronics during the standard warranty period, the warranty extension can be purchased without any additional inspection.
- If the maintenance has been performed by the Buyer during the standard warranty period (3 years), Power Electronics will require to perform an inspection in the field to check the status of the charger. This inspection will be performed at the end of the standard warranty period. This inspection will be quoted separately and will allow an extension in the warranty period up to the 5th year. If any additional extension is required from the 5th year onwards, the inspection will be carried out yearly.

The maintenance is understood as the annual preventive maintenance tasks and the medium level corrective tasks. In the case that the maintenance is performed by the Buyer, the maintenance must be documented, and duly reported to Power Electronics. Otherwise, Power Electronics may opt to not honor the equipment warranty.

Power Electronics Maintenance includes:

- o Preventive maintenance according to the tasks indicated in the hardware and installation manuals. These tasks will be carried out at the charger location once a year.

Price indexation:

- o Option A: Advance payment of the service for the entire period of time: Price is not affected and remains as stated above during the period agreed.
- o Option B: Annual payment with a contractual commitment for a period of time: Price will only be affected by the yearly inflation (3% increase per year) during the period committed.
- o Option C: Annual payment without contractual commitment: PE reserves the right to revise the price according to the inflation and any additional overcost that may arise over time.

Comment and Exclusions

This pricing means always accepted in the condition that the Buyer and Power Electronics subscribe an operation and maintenance agreement in relation to the technical and economic that are collected here.

For continued warranty coverage, the charging stations must be installed according to the Power Electronics installation manuals and work within the operating ranges defined in the technical characteristics of each model. Continued work outside these ranges or work in adverse conditions can damage equipment and therefore be excluded from Warranty coverage.

The maintenance should be performed yearly from the installation and commissioning of the chargers. The maintenance date will be previously agreed between the Buyer and Power Electronics.

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



FRANCIS
ENERGY

PO NO. 071522002
DATE 7/15/22
PROJECT ID N/A
REF. QUOTE NO. 133692 V6

TO:

Power Electronics USA, Inc.
 1510 N Hobson St
 Gilbert, AZ 85233
 Brandon DiBuo
 480-519-5977
bdibuo@power-electronics.com

SHIP TO:

United States Port
 CIF Houston, TX Port
 Francis Energy, LLC
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS
STOCK - 150kW & 120kW	CIF Houston Port Ship By Sept. 2nd, 2022	15% DEPOSIT 85% NET 30 FROM DATE OF DELIVERY

DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Power Electronics NB150 NB Stand-Alone Charging Post - 150 kW with SPB, 150-1000VDC, 158 kVa, 480/277VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4, Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB150SU3005011010 1010000000000013	16	\$44,700.00	\$715,200.00
Power Electronics NB120 NB Stand-Alone Charging Post - 120 kW, 150-1000VDC, 128 kVa, 480VAC, 1x CCS-1 and 1x CHAdeMO, 200A Maximum continuous current CCS, 125A Maximum current CHAdeMO, 10" Touchscreen, RFID Card Reader, Emergency-stop pushbutton, Isolation Monitor, Smart Fleet Management, Smart Power Balance, 16.4 with cable management system, NEMA 3R, OCPP 1.6, Ethernet, 4G connectivity, WiFi, Anti-Corrosion Protection: C4; Charging Post Dimensions [ft]: 2.2 x 2.46 x 5.11	NB120SU2005011010 1010000000000013	4	\$31,150.00	\$124,600.00
NB Commissioning	N/A	20	\$850.00	\$17,000.00

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$856,800.00
Tax	TBD
Shipping	INCLUDED
Total	\$856,800.00

Sarah Keith

Sarah Keith - Corporate Controller

Daniel J. Mandli

Daniel J. Mandli [Jul 15, 2022 11:23 CDT]

Dan Mandli - Chief Operations Officer

Seth Christ

Seth Christ - Senior VP of Operations

David Jankowsky - Founder & President

OFFER **133692**

REVISION **6**

Client Francis Energy
Project Stand Alone – Stock PO013122002
Location USA

Valencia, July 13th, 2022

Dear customer,

Following to your query please find attached our budget for the supply of the charging station for electrical vehicles.

Thanks for the opportunity provided.

Yours sincerely,



Brandon DiBuo
Head of Sales (E-Mobility)
Cell/Office: +1 480-519-5977
bdibuo@power-electronics.com

DOCUMENT CHANGE RECORD

Revision	Date	Remarks
1	05/17/2022	Initiating document
2	05/18/2022	Added Extended Warranty, Updated DDP Costs
3	05/27/2022	Price adjustment and offer n° change from 20123779 to 133692
4	06/01/2022	Transportation change to CIF and Warranty Extension Pricing update to 2 years
5	06/15/2022	Transportation price adjustment
6	07/13/2022	Price adjustment

This revision cancels last revision provided.

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1 PRESENTATION OF THE PRODUCT

1.1 NB 120



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN

NB 120 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 60 kW to 120 kW, it can be easily power-scalable to follow EV market growth over time. It helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously.

With an extended full power voltage range, NB 120 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management and Built-in Cable Management, and with a small footprint, NB 120 is the best solution for sites that require the combination of design, high power and innovation.

1.2 NB 240



POWER SCALABILITY
SIMULTANEOUS DC CHARGING
EXTENDED FULL POWER VOLTAGE RANGE
SMART FLEET MANAGEMENT
BUILT-IN CABLE MANAGEMENT
COMPACT DESIGN
DISPENSER OPTION

NB 240 is a standalone high power EV charger designed to meet both current and future customer needs. With a power range from 150 kW to 240 kW, it can be easily power-scalable to follow EV market growth over time. Furthermore, it can be expanded horizontally with one additional dispenser to scale-up the site to four DC outlets. As a result, NB 240 helps to maximize revenue generation allowing up to two vehicles to be charged simultaneously and even four vehicles with the additional dispenser.

With an extended full power voltage range, NB 240 is a future-proofing solution able to support both standard (400 V) and HV battery packs (800 V).

By making use of smart user-friendly features, such as Smart Fleet Management, Smart Power Balance and Built-in Cable Management, and its small footprint, NB 240 is the best solution for sites that require the combination of design, high power and innovation.

2 LIST OF OFFERED ELEMENTS

2.1 Power Electronics NB 120

REFERENCE	NB120SU2005011010101000000000013	
DC OUTPUT	Power [kW]	120
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	200 A
	Peak current CCS [A] ^[2]	350 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	128
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen
		RFID card reader
		E-stop pushbutton
	Protections	Isolation Monitoring
		DC charge: MCB
	Others	Smart Fleet Management
		Smart Power Balance ^[4]
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
Dimensions (WxDxH) [ft]	2.20 x 2.46 x 5.90	
Regulation	UL 2202, NEC 625, FCC Part 15 Class A	

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

2.2 Power Electronics NB 150

REFERENCE	NB150SU30050110101010000000000013	
DC OUTPUT	Power [kW]	150
	Voltage range [V]	150 – 1000
	Available connectors	1 x CCS Type 1, 1 x CHAdeMO ^[1]
	Maximum continuous current CCS [A]	300 A
	Peak current CCS [A] ^[2]	500 A
	Maximum current CHAdeMO [A]	125 A
	Maximum number of EVs charging simultaneously	2
AC INPUT FOR DC OUTPUT	Power [kVA]	158
	Voltage [V]	480 (3ph + N + PE) ± 10%
	Power Factor	> 0.99
	Frequency [Hz]	60
	Efficiency	95%
GENERAL	Interface	10" Touchscreen RFID card reader E-stop pushbutton
	Protections	Isolation Monitoring DC charge: MCB
	Others	Smart Fleet Management Smart Power Balance
	Cable lenght [ft]	16.4 with cable management system (optionally 25)
	Enclosure / foot / glass colour	White (RAL 9016) / Grey (RAL 7016) / Black
	Customization ^[3]	Enclosure / Foot / Glass / Logo / Display
	Degree of protection	NEMA 3R
	Operating temperature	From -30°C to 50°C
	Relative humidity	From 4% to 95%
	Maximum altitude (above sea level)	≤ 2000 m without derating (max. 3000 m)
	Communications	Ethernet + OCPP 1.6 + Wifi + 3G / 4G connectivity
	Dimensions [ft]	2.20 x 3.12 x 6.23
	Regulation	UL 2202, NEC 625, FCC Part 15 Class A

[1] CHAdeMO up to 500 V

[2] Consult Power Electronics for more information about the overload capacity of the connector.

[3] Consult with Power Electronics for further information.

3 COMMERCIAL OFFER

3.1 SCOPE OF SUPPLY

The elements described and offered correspond to the content shown in the following table.

Item	Description	Qty	Reference	Unit Price	Total Price
1.1	NB 120 (CCS 1 + CHAdeMO)	4	NB120SU2005	31,150.00 \$	124,600.00 \$
1.2	NB 150 (CCS 1 + CHAdeMO)	16	NB150SU3005	44,700.00 \$	715,200.00 \$
TOTAL					839,800.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

FREIGHT & WARRANTY

Item	Description	Qty	Reference	Unit Price	Total Price
1.	NB Commissioning	20		850.00 \$	17,000.00 \$
2.	CIF Houston Port				0.00 \$
TOTAL					17,000.00 \$

[*] Availability to be agreed

[**] Sales Taxes Excluded. Customer is responsible to calculate the applicable Tax.

3.2 TERMS OF SALE

Prices	Net – excluding Sales Taxes
Payment	15% within 15 days of receipt of Suppliers invoice for the particular Order (Down Payment). 85% within 30 days after the receipt of the Goods at the Delivery Location as specified in the Order.
FAT Test	Included (0.00 \$) – According Power Electronics protocol No external laboratory certificate included (In case of customer desires to be at factory while FAT, it will have to be notified to Power Electronics in advance)
Warranty	Material Warranty - 3 years according to warranty conditions of PE
Service	24 hours / day. 365 days /year
Delivery time [*]	To be confirmed
Offer expiration	30 days

[*] To be negotiated

3.3 COMMENTS AND EXCLUSIONS

Following works/supplies will be out of Power Electronics' scope:

- Unload, location, erection and installation of the equipment at the customer's facility.
- Any type of civil works, bedplates, anchoring, cable channels and chambers.
- Connection to the power source (material and works)
- Backoffice management system.
- Any other goods not described in this offer.

Power source post input connection must be compliant with local applicable standards.

All offered positions will be packed and transported separately. The customer will be responsible for the manipulation and erection. Customer must confirm that he has the appropriate means for unloading and manipulation of the equipment.

It is considered part of the commissioning the supervision of Power Electronics equipment comprised in the present offer. This supervision tasks will be performed in the same commissioning travel (no previous travels are available except for special request).

The use of special tools shall not be required.

Power Electronics

Serial Number	Type	Voltage	Size (kW)	Model	PO #	Date Received	
1	31606793	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
2	31606794	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
3	31606795	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
4	31606796	NB 120	480/277V	120 kW	NB120SU000000019	71522002	11/8/2022
5	31614035	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
6	31614036	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
7	31614037	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
8	31614038	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
9	31614039	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
10	31614040	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
11	31614041	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
12	31614042	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
13	31614043	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
14	31614044	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
15	31614045	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
16	31614046	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
17	31614047	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
18	31614048	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
19	31614049	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022
20	31614050	NB 150	480/277V	150 kW	NB150SU0000000004	71522002	11/8/2022

Invoice 10170534



Invoice Date	Due By	Amount
7/28/2023	8/12/2023	\$697.55
Customer Number		Terms
90330-P1		Net 15

Shipment

Shipper				Pickup Date: 7/21/2023	Consignee		Delivery Date: 7/25/2023
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 US +1 (918) 236-1826					CEC Warehouse 1908 resource cir Unit C Carlsbad, NM 88220 US +1 (432) 465-0996		
Qty	Type	Weight	Dimensions	NMFC	Description	Class	
1	Pallet	200 lbs	53" x 38" x 78"		Distribution Panel	250	
Accessorials				Special Instructions			
				Delivery instructions: this cannot be delivered until Monday, the receiving location is not open on the weekends, please notify the delivery contact at least 2 hours prior to delivery. .			

References

Carrier	Saia LTL Freight
BOL	60105518423
Customer Reference	NS
Insurance Certificate	4855150364987
PO	000239
PRO	10738072030

Charges

Description	Amount
Freight charges	\$697.55
Total Amount Due	\$697.55

BILL TO

FRANCIS SOLAR LLC
15 East 5th Street
Suite 821
Tulsa, OK 74103 US

Account Summary

1-30	\$0.00
31-60	\$0.00
61-90	\$0.00
90+	\$0.00
Remit To:	Priority1 PO Box 840808 Dallas, TX 75284-0808 (888) 569-8035

You can now pay your invoices via credit card or electronic check online. A 2.5% surcharge will apply to all credit card transactions and electronic checks are free. To remit an electronic payment, please click [here](#) or email P1collections@priority1.com for more information. Please provide an explanation if the remittance amount is different than the invoiced amount. All claims must be filed within 7 days of shipment delivery date. If payment has already been remitted, please disregard this invoice.

Invoice 10289917



Invoice Date	Due By	Amount
8/21/2023	9/5/2023	\$532.63
Customer Number		Terms
90330-P1		Net 15

Shipment

Shipper				Pickup Date: 8/9/2023	Consignee		Delivery Date: 8/11/2023
Francis Energy 1660 N Mingo Rd Suite A Tulsa, OK 74116 US +1 (870) 761-3895					Coonrod Electric Co. 7509 W Industrial Ave, Unit D Midland, TX 79706 US +1 (432) 755-4918		
Qty	Type	Weight	Dimensions	NMFC	Description	Class	
1	Pallet	200 lbs	53" x 38" x 78"	61700-3	Electrical Distribution Panel	250	
Accessorials				Special Instructions			
				Pick up instructions: SHIP No. SHIP-0030 PROJECT ID(s) OEV-00256.			

References

Carrier	Averitt Express
BOL	60105643840
Carrier Pickup	5184799
Customer Reference	SHIP-0030
Customer Reference	OEV-00256
PRO	9506245065
PRO	10738072030

Charges

Description	Amount
Freight charges	\$532.63
Total Amount Due	\$532.63

BILL TO
FRANCIS SOLAR LLC
15 East 5th Street
Suite 821
Tulsa, OK 74103 US

Account Summary

1-30	\$697.55
31-60	\$0.00
61-90	\$0.00
90+	\$0.00
Remit To:	Priority1 PO Box 840808 Dallas, TX 75284-0808 (888) 569-8035

You can now pay your invoices via credit card or electronic check online. A 2.5% surcharge will apply to all credit card transactions and electronic checks are free. To remit an electronic payment, please click [here](#) or email P1collections@priority1.com for more information. Please provide an explanation if the remittance amount is different than the invoiced amount. All claims must be filed within 7 days of shipment delivery date. If payment has already been remitted, please disregard this invoice.

Jennifer Clagg

From: Jordan Howard
Sent: Monday, August 28, 2023 2:20 PM
To: Jennifer Clagg; Jeremy Howard; Joshua Burton
Subject: Re: Priority 1 INv 10289917

Approved,

OEV-00256.



Jordan Howard
General Manager of Operations

C: (870) 761-3895

15 East 5th Street, Suite 821 • Tulsa, OK 74103

• [Fast Charging EV - Francis Energy EV Stations](#)

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Monday, August 28, 2023 12:32 PM
To: Jordan Howard <jhoward@francisenergy.com>; Jeremy Howard <jjhoward@francisenergy.com>; Joshua Burton <JBurton@francisenergy.com>
Subject: Priority 1 INv 10289917

This needs approved – job?



Jennifer Clagg
Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821
Tulsa, OK 74103

www.francisenergy.com



INVOICE

Customer Number	Invoice Number	Invoice Date	Total Due	Due Date
726458	S135266590.001	01/24/2023	8,333.01	02/23/2023

Rexel USA, Inc FEIN 20-5021845

BILL TO ADDRESS

FRANCIS ENERGY LLC
1660 N. MINGO RD.
STE. A
TULSA, OK 74116-1538

ORDER TYPE**SALES REP.**

Stephen Tyndall

ORDER DATE

12/06/2022

UPS/FEDEX TRACKING#**SHIP TO ADDRESS**

FRANCIS ENERGY LLC
1660 N. MINGO RD.
STE. A
TULSA, OK 74116-1538

ORDERED BY

Jordan Howard

SALES ORDER**Branch Contact Information**

918-583-1212

METRO PARK EAST 2
13655 E 61ST ST SOUTH
BROKEN ARROW, OK 74012-1118

DATE SHIPPED

01/24/2023

SHIP VIA

DIRECT

PO NUMBER

000029

REFERENCE

Line	Customer/Rexel Part Number	PO Line #	Quantity Ordered	Quantity Shipped	UNIT PRICE/Per	EXT PRICE	TAX Y/N
1	ELMI CTB346M 400/600A 3P 4W 2 LINE & LOAD CT CABINET		4	4	1013.018/EA	4052.07	Y
2	ELMI DIRECT ITEM Copper Bussing		4	4	823.669/ea	3294.67	Y



PO Box 766, Attn: Credit Department
Addison, TX 75001-0766

FRANCIS ENERGY LLC
1660 N. MINGO RD.
STE. A
TULSA, OK 74116-1538

Send Payments To: REXEL P. O. BOX 840638 DALLAS, TX 75284-0638		
CREDIT DEPARTMENT 972 450 8575 Glenda.Mays@Rexelusa.com	SUBTOTAL STATE TAX COUNTY TAX CITY TAX OTHER TAX	7,346.74 330.60 26.96 268.16 0.00
Please consult the Rexel USA, Inc. Terms and Conditions of sale at the following: http://www.rexelusa.com/usr/termsAndconditions	TOTAL TAX SHIPPING & HANDLING PAYMENTS	625.72 360.55 0.00
Total Amount Due		8,333.01

Note: A late charge consistent with state law will be assessed on all past due balances.

PAYMENT TERMS: Net 30 Days

Jennifer Clagg

From: Anthony Nichols
Sent: Thursday, January 26, 2023 2:06 PM
To: Jennifer Clagg
Subject: Re: Rexel

Yes the 2nd listed part was installed inside each box.

Sent from my smartphone.

Anthony Nichols
C: 918-849-9766
Anichols@francisenergy.com

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Thursday, January 26, 2023 1:37:21 PM
To: Anthony Nichols <ANichols@francisenergy.com>
Subject: RE: Rexel

Both items received?

Invoice has total of 8 items packing list only has 4 – were all received? (didn't know if combined)

From: Anthony Nichols <ANichols@francisenergy.com>
Sent: Thursday, January 26, 2023 9:15 AM
To: Jennifer Clagg <jclagg@francisenergy.com>
Subject: Re: Rexel

Yesterday are here. 3 already in New Mexico at jobsites to be installed.

Sent from my smartphone.

Anthony Nichols
C: 918-849-9766
Anichols@francisenergy.com

From: Jennifer Clagg <jclagg@francisenergy.com>
Sent: Thursday, January 26, 2023 9:05:32 AM
To: Anthony Nichols <ANichols@francisenergy.com>
Subject: Rexel

Have these items on Invoice S132566590-001 been received?

If so please send copy of packing slip



Jennifer Clagg

Accounting/Payroll

O: (918) 236-1814

15 East 5th Street, Suite 821

Tulsa, OK 74103

www.francisenergy.com

THE SHERWIN WILLIAMS CO.
1339 N GARNETT RD STE B
TULSA OK 74116 9999



SHERWIN-WILLIAMS.

Visit www.sherwin-williams.com
Store 727160
(918) 437-3692
Fax: (918) 437-3697
JOB 1 FRANCIS SOLAR LLC

**CHARGE
INVOICE
No. 2746-5**

ACCOUNT: **7770-0905-1**

FRANCIS SOLAR LLC
1924 E 6TH ST
TULSA OK 74104 3242

PAGE 1 OF 1
PO# 10-26 SHOP
ORDER: OE0026502A727160
DATE: 10/26/2022
TIME: 08:36 AM
2-4461
E03/21282

TERMS: NET PAYMENT DUE ON NOV. 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	QTY	PRICE	VALUE
8000-55931	5 GAL		PM 5712 SB AC TP W	20	26.79	535.80

Thank You
receipt required for refund

SUBTOTAL BEFORE TAX 535.80
8.517% SALES TAX:1-377411600 45.63
CHARGE \$581.43

MERCHANDISE RECEIVED IN GOOD ORDER BY:

ANTHONY

STORE HOURS

SUNDAY: CLOSED
MONDAY - FRIDAY: 7:00 AM - 5:00 PM
SATURDAY: 7:00 AM - 1:00 PM

Francis Accounting

From: Jeremy Howard
Sent: Thursday, October 27, 2022 10:50 AM
To: Francis Accounting; Jordan Howard
Subject: RE: Daily Invoices - 7770-0905-1 - A/P

This purchase is Approved.

Jobs #'s are as follows:

1. OEV-00241
2. OEV-00249
3. OEV-00250
4. OEV-00251
5. OEV-00253
6. OEV-00254
7. OEV-00255
8. OEV-00256
9. OEV-00257
10. OEV-00258

Jeremy Howard

Jeremy Howard
Construction Manager / Safety Coordinator

M: (903) 814-2571
15 East 5th Street, Suite 821, Tulsa, OK 74103
• www.francisenergy.com

-----Original Message-----

From: Francis Accounting <accounting@francisenergy.com>
Sent: Thursday, October 27, 2022 7:39 AM
To: Jordan Howard <jhoward@francisenergy.com>; Jeremy Howard <jjhoward@francisenergy.com>
Subject: FW: Daily Invoices - 7770-0905-1 - A/P

Please approve invoice/job#

-----Original Message-----

From: customerfinancialservices28@sherwin.com <customerfinancialservices28@sherwin.com>
Sent: Thursday, October 27, 2022 5:27 AM
To: Francis Accounting <accounting@francisenergy.com>

Subject: Daily Invoices - 7770-0905-1 - A/P

Attached is a PDF containing your Sherwin-Williams Invoices.

If you have any questions regarding your invoices, please contact customer service at 800-686-8384.

This email (including any attachments) is intended for use only by the individual(s) or entity(ies) to which it is addressed and contains information that is privileged, confidential and /or exempt from disclosure under applicable law.

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If you have received this email in error, please notify us immediately by replying to this message and deleting it from your computer.

Stonegate Self Storage
 1350 S. 26th Street
 Artesia, NM 88210

PAYMENT RECEIPT

Account Number:
1033144

Jordan C Howard

15 E 5TH ST
 STE 821
 Tulsa, OK 74103
 (870) 761-3895

RECEIPT ID	PAYMENT DATE	CHANGE DUE	AMOUNT
467400894	12/1/2022	\$0.00	\$580.00

Invoice	Item	Qty	Rate	Discount	Subtotal	Tax	Total	Paid
#116155	Unit #807 Rent Unit 807 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00
#116155	Unit #903 Rent Unit 903 - 12x30x0 (12/1/2022 - 12/31/2022)		\$210.00		\$210.00	\$0.00	\$210.00	\$210.00
#116155	Unit #805 Rent Unit 805 - 12x25x0 (12/1/2022 - 12/31/2022)		\$185.00		\$185.00	\$0.00	\$185.00	\$185.00

Total Paid

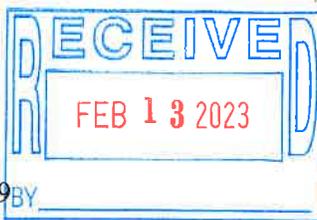
Dec 01, 2022 11:45 AM American Express ****3140 \$580.00

Unit #807 paid through 12/31/2022, Unit #903 paid through 12/31/2022, Unit #805 paid through 12/31/2022

.....
If you have any past due amounts for your storage unit(s), those balances will appear below.



PO Box 14276
 Tulsa, OK 74159
 918-794-6777
 info@tulsasurveying.com



Invoice

Date	Invoice #
2/2/2023	5248
Terms	Due Date
net 20	2/22/2023

Bill To
Mr. Jordan Howard Construction Manager Francis Energy 15 East 15th Street Tulsa, OK 74103

Description	Amount
Job # 23-025 Project: Francis - 2810 N Lovington, Hobbs, NM Description: Completed Design Survey. PO #000062	7,850.00

Thank you for your business.

Payments/Credits	\$0.00
Balance Due	\$7,850.00



PO Box 14276
Tulsa, OK 74159
918-794-6777
info@tulsasurveying.com

Invoice

Date	Invoice #
10/17/2022	5161
Terms	Due Date
net 20	11/6/2022

Bill To
Francis Energy 15 East 5th Street, Suite 821 Tulsa, OK 74103

Description	Amount
Job # 22-131 Project: Francis Energy - 5312 N Lovington Hwy Hobbs_NM Description: Completed Design Survey and Easements. <i>OEU-256</i> <i>PO # 091222004</i>	7,250.00
Thank you for your business.	Payments/Credits \$0.00
	Balance Due \$7,250.00

Purchase Order

BILL TO:

Francis Energy, LLC
15 E 5TH ST, STE 821
Tulsa, OK 74103
O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



PO NO. 091222004
DATE 9/12/22
PROJECT ID OEV-00256
REF. QUOTE NO. Hobbs, NM

TO:

Golden Field Services, Inc.
10830 E. 45th Street, Suite 405
Tulsa, OK 74143
Jerry Jeffries
918-610-0014
jljeffries@goldenfieldservices.com

**SITE ADDRESS:**

Allsup's Store 2146
5312 N. Lovington Hwy
Hobbs, NM 88240
Jordan Howard
918-236-1826
jhoward@francisenergy.com

JOB		PAYMENT TERMS		
Allsup's Hobbs Store 2146 (Land Survey)		NET 20		
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL
Land Survey - Located at 5312 N. Lovington Hwy, Hobbs, NM 88240	N/A	1	\$7,250.00	\$7,250.00

INCLUSIONS

- Property boundaries of record
- Topographic survey
- Existing utility easements of record
- Drafting of new utility easements
- Utility map of existing underground facilities based on locates
- Legal description of easements requested

****Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.****

Sub Total	\$7,250.00
Tax	\$0.00
Shipping	\$0.00
Total	\$7,250.00

Jordan Howard

Jordan Howard - GM of Operations
Daniel J. Mandli

[Daniel J. Mandli \(Sep 12, 2022 11:54 CDT\)](#)
Dan Mandli - Chief Operations Officer



GOLDEN
FIELD SERVICES, INC.

August 19th, 2022

Mr. Jordan Howard
Construction Manager
Francis Energy
15 E. 15th Street
Tulsa, OK 74103

re: Design Survey and easements –Hobbs, NM



Dear Mr. Howard,

Thank you for the opportunity to provide this proposal. We look forward to working with you and appreciate your business.

Golden Field Services, Inc. proposes to provide an Exhibit and Legal Description for electrical improvements for Hobbs, NM, as depicted above.

Tulsa Land Surveying LLC proposes to provide

- Property boundaries of record
- Topographic survey
- Existing utility easements of record
- Drafting of new utility easements
- Utility map of existing underground facilities based on OKIE one call locates
- Legal description of easements requested.

Regarding the underground utilities, the One Call ticket does not guarantee that the utility members will correctly mark their facilities or even mark them for a survey. It is also possible that private service lines will not be locatable. If desired, we can contract with a professional service that specializes in Subsurface Utility Engineering (SUE). The fee for this is not included in our fee.

The estimated fee for this service is **\$7,250**.

All work performed as requested by Francis Energy will be based on our hourly labor rates below, unless previously negotiated:

2022 Labor Rates

Professional staff	\$120.00 per hour
Survey crew	\$165.00 per hour
Production, CAD & admin staff	\$100.00 per hour
Travel expenses	(hotel and per diem \$300/day per person)

Golden Field Services, Inc. will invoice on the 1st and 16th of each month for work completed in the prior 2 weeks. Payment is due within 20 days upon the date of the invoice.

Once you have had a moment to review, please let me know any questions or comments you may have. All revisions to construction documents shall be provided by Francis Energy to Golden Field Services, Inc in a timely manner.

If you find the fee and terms of this proposal acceptable, please sign, date, and return to me via email at jljeffries@goldenfieldservices.com.

Regards,

Jerry Jeffries, PLS
Golden Field Services, Inc.
10830 E. 45th Street, Suite 405
Tulsa, OK 74146

Accepted by: _____

Title

Date: _____

GFS OEV-00256 PO #091222004

Final Audit Report

2022-09-12

Created:	2022-09-12
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAABUo_RK3oRqD7HXBcj1VI0K1K4cZOFfGc

"GFS OEV-00256 PO #091222004" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-09-12 - 4:44:06 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-09-12 - 4:44:27 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-09-12 - 4:53:40 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-09-12 - 4:54:01 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-09-12 - 4:54:03 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.
2022-09-12 - 4:54:03 PM GMT



1-800-295-5510

uline.com

PO Box 88741 • Chicago IL 60680-1741

INVOICE NO.

155944586

INVOICE

ULINE FED ID#: 36-3684738

SHIPPING SUPPLY SPECIALISTS

THANK YOU FOR YOUR ORDER. ULINE CUSTOMER SINCE 2016

YOUR ORDER # 78161998

SOLD TO:

SHIP TO:

MDG2017 00013302 1 AB 049 1 12243513

FRANCIS SOLAR LLC
15 E 5TH ST STE 821
TULSA OK 74103-4346

FRANCIS ENERGY LLC
1660 N MINGO RD UNIT A
TULSA OK 74116-1538

U100-9-2013

CUSTOMER NO.	PURCHASE ORDER NO.	SHIP VIA	ORDER DATE	DATE SHIPPED	TERMS	INVOICE DATE	
12243513	110122006	AVERITT EXP	11/02/22	11/02/22	NET 30 DAYS	11/02/22	
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
ORDERED	U/M					BACK ORDERED	
47	EA		H-4970F	5.5X36" SAFETY BOLLARD - FIXED	105.00	4935.00	
1	EA		H-10122	PORTABLE POWER STATION THIS ITEM AT NO CHARGE	.00	.00	

ORDER PLACED BY: JORDAN HOWARD

INTERNET /

SUB-TOTAL	SALES TAX	FRT/HNDLING	AMOUNT DUE
4935.00	420.31	401.87	5757.18

PLEASE PAY FROM THIS INVOICE REFER TO THIS INVOICE NUMBER WHEN CONTACTING US REGARDING THIS TRANSACTION.

CUSTOMER NAME	CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	AMOUNT DUE
FRANCIS SOLAR LLC	12243513	155944586	11/02/22	5757.18

AMOUNT ENCLOSED IF DIFFERENT THAN AMOUNT DUE \$ _____
EXPLAIN DIFFERENCES ON REVERSE SIDE

IMPORTANT - PLEASE DETACH AND RETURN THIS PORTION TO INSURE PROPER CREDIT

MAKE CHECK PAYABLE AND MAIL TO:

ULINE
ATTN: ACCOUNTS RECEIVABLE
PO BOX 88741
CHICAGO IL 60680-1741



1224351301559445862211020005757180

NNNNN 01 02 013302 015083P

Purchase Order

BILL TO:

Francis Energy, LLC
 15 E 5TH ST, STE 821
 Tulsa, OK 74103
 O: 918-236-1791 F: 918-491-4587
accounting@francisenergy.com



PO NO. 110122006
DATE 11/1/22
PROJECT ID SHOP-0001
REF. QUOTE NO. PRC143193

TO:

Uline - Dallas
 980 W Bethel Road
 Coppell, TX 75019
 Customer Service
 1-800-295-5510



SHIP TO:

Francis Energy, LLC
 1660 N Mingo Rd, STE A
 Tulsa, OK 74116
 Jordan Howard
 918-236-1826
jhoward@francisenergy.com

JOB	DELIVERY TERMS	PAYMENT TERMS			
2022 OEV Projects (Safety Bollards)	DDP - MOTOR FREIGHT	NET 30			
DESCRIPTION	Model Number	QTY	AMOUNT	TOTAL	
HEAVY DUTY SAFETY BOLLARD - 5 1/2 X 36", FIXED	H-4970F	77	\$105.00	\$8,085.00	
<u>Cost Allocation</u>					
OEV-00248		5			
OEV-00249		5			
OEV-00250		5			
OEV-00251		5			
OEV-00252		5			
OEV-00253		5			
OEV-00254		5			
OEV-00255		5			
OEV-00256		5			
OEV-00257		5			
OEV-00258		5			
OEV-00259		5			
OEV-00260		5			
OEV-00261		5			
OEV-00262		7			

Seller warrants that the prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent.

Sub Total	\$8,085.00
Tax	\$688.60
Shipping	\$401.87
Total	\$9,175.47


 Daniel J. Mandli (Nov 1, 2022 15:40 CDT)
 Dan Mandli - Chief Operations Officer



1-800-295-5510
 uline.com
 customer.service@uline.com

**PRICING
REQUEST**

REQUEST # PRC143193

Thank you for your interest in Uline!

PROVIDED TO: FRANCIS SOLAR LLC
 15 E 5TH ST STE 821
 TULSA OK 74103-4346

SHIP TO: FRANCIS ENERGY LLC
 1660 N MINGO RD UNIT A
 TULSA OK 74116-1538

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
12243513			MOTOR FREIGHT - AVERITT EXPRESS	11/01/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-10122	FREE PORTABLE POWER STATION THIS ITEM AT NO CHARGE	.00	.00
77	EA	H-4970F	HEAVY DUTY SAFETY BOLLARD - 5 1/2 X 36", FIXED	105.00	8,085.00

SUB-TOTAL 8,085.00	SALES TAX 688.60	SHIPPING/HANDLING 401.87	TOTAL 9,175.47
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NOTE:

 ATTENTION: JORDAN HOWARD

Uline SHOP-0001 (Bollards) PO #110122006

Final Audit Report

2022-11-01

Created:	2022-11-01
By:	Jordan Howard (jhoward@francis.energy)
Status:	Signed
Transaction ID:	CBJCHBCAABAAynC08-oENuZDTzTG3Z8XEgAtXkbdL2Mt

"Uline SHOP-0001 (Bollards) PO #110122006" History

-  Document created by Jordan Howard (jhoward@francis.energy)
2022-11-01 - 8:27:42 PM GMT- IP address: 12.94.86.210
-  Document emailed to dmandli@francisenergy.com for signature
2022-11-01 - 8:28:16 PM GMT
-  Email viewed by dmandli@francisenergy.com
2022-11-01 - 8:39:13 PM GMT- IP address: 12.94.86.210
-  Signer dmandli@francisenergy.com entered name at signing as Daniel J. Mandli
2022-11-01 - 8:40:37 PM GMT- IP address: 12.94.86.210
-  Document e-signed by Daniel J. Mandli (dmandli@francisenergy.com)
Signature Date: 2022-11-01 - 8:40:39 PM GMT - Time Source: server- IP address: 12.94.86.210
-  Agreement completed.
2022-11-01 - 8:40:39 PM GMT





